

RESOLUTION NO. 2015025

RE: RATIFYING THE 2014-2016 AGREEMENT BETWEEN DUTCHESS COUNTY AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, DUTCHESS COUNTY (CSEA) AND AMENDING THE 2015 ADOPTED COUNTY BUDGET TO EFFECTUATE THE SALARY ADJUSTMENTS FOR THE CSEA MEMBERS AND FOR MANAGEMENT AND CONFIDENTIAL EMPLOYEES AS WELL AS THE BOARD OF ELECTIONS COMMISSIONERS

Legislators ROLISON and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the negotiating teams for Dutchess County and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Dutchess County Local (CSEA) have negotiated a proposed Collective Bargaining Agreement regarding the terms and conditions of employment for the bargaining unit for the years 2014 through 2016, and

WHEREAS, the CSEA has ratified the proposed Collective Bargaining Agreement, and

WHEREAS, it is necessary for this Legislature to ratify the Collective Bargaining Agreement, and

WHEREAS, a copy of the proposed Collective Bargaining Agreement is attached hereto and made a part hereof, and

WHEREAS, the County wishes to adjust the salaries of Dutchess County Management employees, who are not members of a bargaining unit, and Confidential employees comparable to the CSEA salary adjustments, and

WHEREAS, the County wishes to adjust the salaries of the Dutchess County Board of Elections Commissioners to \$81,580, and

WHEREAS, it is now necessary to amend the 2015 Adopted County Budget to reflect the fiscal changes resulting from the ratification of the Collective Bargaining Agreement and the changes to the salaries of Management and Confidential employees and the Board of Elections Commissioners, and

WHEREAS, Exhibit A attached hereto outlines the necessary budget amendments to fulfill the intent of this resolution, now, therefore, be it

RESOLVED, that the proposed Collective Bargaining Agreement between Dutchess County and the Civil Service Employees Association, Inc., Local 1000, AFSCME,

AFL-CIO, Dutchess County Unit, (CSEA), be ratified in substantially the same form as attached hereto and made a part hereof, and be it further

RESOLVED, that the County Executive hereby is authorized and empowered to execute and deliver the Collective Bargaining Agreement on behalf of the County **in substantially the same form as that adopted by this Legislature**, and be it further

RESOLVED, that the 2015 Adopted County Budget is hereby amended to reflect the salary adjustments set forth in Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2015 Adopted County Budget as set forth on Exhibit A attached hereto and made a part hereof, and be it further

RESOLVED, the Commissioner of Finance is further authorized, empowered, and directed, within the appropriations authorized herein, to make such other budget amendments as necessary to facilitate transfers among departments and the Appropriated Fund Balance to implement the provisions of the salary adjustments as set forth on Exhibit A attached hereto and made a part hereof.

CA-02-14

JMF/ca/P-1413

1/15/15

Fiscal Impact: See attached statement

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 22nd day of January, 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 22<sup>nd</sup> day of January, 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

## FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

### APPROPRIATION RESOLUTIONS (To be completed by requesting department)

Total Current Year Cost \$ 5,368,000

Total Current Year Revenue \$ 1,000,000  
and Source

Appropriated Fund Balance

Source of County Funds (check one): ☐ Existing Appropriations, ☐ Contingency,  
☐ Transfer of Existing Appropriations, ☒ Additional Appropriations, ☐ Other (explain).

Identify Line Items(s):

A.9998.95990 Appropriated Fund Balance

Related Expenses: Amount \$ \_\_\_\_\_

Nature/Reason:

Anticipated Savings to County: \_\_\_\_\_

Net County Cost (this year): \$4,368,000  
3 year period 1/1/14- 12/31/16: \$7,339,000

Additional Comments/Explanation:

Prepared by: Jessica White, Budget Office

## Budget Amendments

	<u>Line No.</u>	<u>Description</u>	<u>Amount</u>
APPROPRIATIONS:			
<u>Increase</u>			
	A.1310.1010*	Positions	4,193,000
	A.9010.8100	Retirement	839,000
	A.9030.8200	Social Security	321,000
	A.1980.4668	MTA Payroll Tax	15,000
			<u>5,368,000</u>
REVENUE:			
<u>Increase</u>			
	A.6010.46100.02	DCFS Admin.RF2A	607,000
	A.6010.36100.04	DCFS Admin.RF2A	122,000
	A.4010.01.34010.01	Pub.Hlth.Article 6	23,000
	A.4010.27.34010.01	Pub.Hlth.Article 6	15,000
	A.4010.29.34010.01	Pub.Hlth.Article 6	66,000
	A.4010.30.34010.01	Pub.Hlth.Article 6	18,000
	A.4010.31.34010.01	Pub.Hlth.Article 6	25,000
	A.6772.52.19720.40	Pgm for the Aging. DCFS/NY Connects	73,000
	A.8020.22100.01	Gen Serv, Other Gov't . Urban Counties	18,000
	A.8020.49020	Planning Studies	21,000
	A.7310.01.36700.02	Family & Child. RF2	5,000
	A.7310.55.36700.02	Family & Child. RF2	7,000
	A.9998.95990	Appropriated Fund Balance	4,368,000
			<u>5,368,000</u>

\*1010 Positions Includes all position costs including Temp Help, Straight Overtime, Overtime, and Shift Differential

NOTE: Appropriations for CSEA and MC are being placed in Finance until funds are allocated, then the money will be moved as necessary

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THIS AGREEMENT, made this \_\_\_\_\_ day of January, 2015 by and between the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (hereinafter referred to as the "County"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, having its principal place of business at 143 Washington Avenue, Albany, New York 12210 (hereinafter referred to as the "Union").

**W I T N E S S E T H :**

WHEREAS, it is the desire of the parties to this Agreement to negotiate collectively with regard to hours of work, wages, and working conditions in order to (a) promote a harmonious and cooperative relationship between government and its employees, (b) to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of government, (c) to recognize the legitimate interest of the employees, (d) to promote fair and reasonable working conditions, and (e) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion, now, therefore, it is mutually agreed by and between the parties as follows:

**ARTICLE I**

**Definitions**

The following words and terms as used in this Agreement shall have the following meanings:

"Anniversary Date" means the date on which an Employee is hired.

"Adjusted Benefit Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects accrual of leave time and payment of health insurance premiums.

"Adjusted Longevity or Increment Date," means the date on which an Employee is hired, adjusted by adding any period of more than five consecutive days during which the Employee does not appear on the payroll. This date affects the eligibility dates for increment or longevity awards.

"County" means the County of Dutchess, and its units of government including Dutchess Community College.

"County Executive" means the chief executive officer of the County, as that office is defined and established in Article III of the Dutchess County Charter, and the President of the Dutchess Community College, as defined and established pursuant to Article XXXI of the Dutchess County Charter, or their designees.

"Employee(s)" means a member of the work force of the County of Dutchess who is duly appointed to the titles set forth in Appendix "A", annexed to and made a part of this Agreement.

"He" means she, pursuant to Section 22 of the General Construction Law.

"Union" means the Civil Service Employees Association, Inc., Local 1000, AFSCME/AFL-CIO, Dutchess County Unit, Dutchess County Local 814.

"Unit" means any department, office or division of County government as defined in the Dutchess County Charter or Administrative Code.

"Unit Head" means an officer or employee of the County charged with the responsibility of managing a Unit of County government, and includes a duly appointed designee where appropriate.

## **ARTICLE II**

### **Recognition**

#### **Section 1. Representation**

The County agrees that the Union shall be the sole and exclusive representative of all Employees described in Article III for the purpose of collective bargaining and grievances for the maximum period stipulated by the Public Employees Fair Employment Law. For the purpose of representation, the County shall limit access to County property only to representatives of the Union, except where required by law.

#### **Section 2. Membership Dues**

The County shall deduct from the wages of Employees and remit to the Union regular membership dues and such other Union insurance charges as may be mutually agreed upon by the County and the Union for those Employees who sign an authorization form permitting such payroll deductions.

#### **Section 3. Agency Shop Fee**

The County shall deduct from the wages of each Employee hired by the County who is not a member of the Union, an agency shop fee in accordance with the provisions of Section 208(3)(b) of the Civil Service Law. Such agency shop fee shall be deducted from the wages of such Employee within the first full payroll period after his date of employment. Agency shop fees shall be deducted and paid pursuant to the same procedures used in Section "2" of this Article, except that the County will separately designate, at the time of deduction, membership union dues and agency shop deductions.

The Union shall establish and maintain the following procedures providing for the refund to any Employee demanding the return of any part of the agency shop fee deductions which represent the Employee's pro rated share of the expenditures by the Union in aid of activities or causes only incidentally related to the terms and conditions of employment:

(a) An annual amount of 3% of the dues or agency shop fee paid by an individual shall be appropriated by the Union for political or ideological purposes. Any dues paying member of the Union or person paying an agency shop fee who objects to the appropriation of this portion of their payment for political or ideological purposes unrelated to collective bargaining shall have

the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his objection with the Union's State Treasurer during the month of each year so designated by the CSEA, Inc. Upon receipt of such objection, the Union's State Treasurer shall remit to the objector 3% of the dues or agency shop fee paid by the objector during the past 12 months.

(b) Any person paying an agency shop fee who asserts that the Union is expending more than the amount referred to in paragraph (a) for political or ideological purposes may file a claim for such additional sum with the Union's State Treasurer by registered or certified mail.

#### **Section 4. No Strike Affirmation**

The Union affirms that it shall not assert the right to strike against the County, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist, or participate in such a strike. It is further expressly agreed that the pledge herein recited is an essential element of consideration for this Agreement.

### **ARTICLE III**

#### **Collective Bargaining Unit**

#### **Section 1. Definition of Unit**

The County agrees that the Union is the sole and exclusive negotiating representative for the Employees of the County who are duly appointed to the titles listed in Appendix "A" annexed hereto and made a part of this Agreement.

#### **Section 2. Modification of Unit**

The definition of Unit may be modified during the term of this Agreement as follows:

(a) By operation of law, when (i) a title is abolished, or (ii) a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law, and the changed title is not deemed to be managerial or confidential.

(b) By mutual agreement of the parties, pursuant to Article 14 of the Civil Service Law, when (i) a new title is created by the County pursuant to a classification proceeding authorized by Section 22 of the Civil Service Law, or (ii) when a title is changed pursuant to a reclassification proceeding authorized by Section 22 of the Civil Service Law and the changed title is deemed to be managerial or confidential.

#### **Section 3. Amended Appendices**

Updated Appendices "A" indicating modifications of the Unit as authorized above shall be provided by the County to the Union on a semi-annual basis.

## **ARTICLE IV**

### **Compensation**

#### **Section 1. Supporting Documents**

Attached hereto and made a part hereof are the following documents:

- (a) Annual Salary Job Group Allocations (Appendix "A");
- (b) Annual Salary Schedule for 2013 (Appendix "B");
- (c) Annual Salary Schedule for (July 1<sup>st</sup>) 2014, 2015, & 2016 (Appendix "C.1");
- (d) Longevity Schedule (Appendix "C.2");
- (e) Beeper Compensation Schedule (Appendix "C.3");
- (f) Rules for Administration of the Salary Plan (Appendix "D").

Both parties agree to adopt these documents as part of this Agreement in the manner set forth below.

#### **Section 2. Salaries**

The salary schedule for 2013 (Appendix "B") reflects a 0 percent increase over the 2009 salary schedule.

- (a) The salary schedule for 2014 reflects an increase of two percent (2.0%) over the 2013 schedule. Such increase shall be effective July 1, 2014.
- (b) The salary schedule for 2015 reflects an increase of two percent (2.0%) over the 2014 schedule.
- (c) The salary schedule for 2016 reflects an increase of two and one half percent (2.5%) over the 2015 schedule. In addition, a 9<sup>th</sup> Step shall be added at the same percentage increase as the existing steps in the schedule.
- (d) Retroactive salary payments shall be paid to those Employees on the payroll on the date of Union ratification. In addition, retroactive payments shall be made to those Employees who have retired between July 1, 2014, and the date of final ratification, and are receiving a NYS retirement pension. Retroactive payments will be made to the estate of any Employee who died between July 1, 2014, and the date of final ratification. Retroactive payments shall be used to reduce any amounts owed to the County by an Employee that are subject to recoupment without regard to the provisions of Article IV, Section 9.

#### **Section 3. Shift Compensation**

A work day will be broken into three shift periods and Employees working other than the daytime (first) shift shall receive additional compensation as noted below. All shift hours which overlap two designated shift periods will be recognized for pay purposes to be within that shift period wherein over 60% of the working hours are set.

- (a) First shift - 6:00 a.m. to 6:00 p.m. - the base rate established by the salary plan.
- (b) Second shift - 6:00 p.m. to 12:00 p.m. - the base rate established by the salary plan for first shift personnel, plus 5%.

- (c) Third shift - 12:00 midnight - 6:00 a.m. - the base rate established by the salary plan for first shift personnel, plus 10%.

#### **Section 4. Emergency Call-back Pay**

An Employee called to come to work and who actually arrives at his worksite 4 or more hours before his regular work shift, shall be guaranteed a minimum of 3 hours pay plus actual travel time to and from work for all travel within Dutchess County. Travel time outside Dutchess County shall not be compensated. As much of the 3 hours as the Employee is required to work shall be considered overtime hours and shall be compensated at time and one half; the remainder, if any, of the guaranteed 3 hours and travel time shall be considered straight time and compensated as such. Unworked time shall be paid on a first shift basis. The following standards shall apply to emergency call-back situations:

(a) When an Employee is at work and requested to come back to work at a later time or date, this shall be considered pre-scheduled overtime and shall be compensated at regular overtime rates and not treated as emergency call-back.

(b) When an Employee is requested after the end of his regular shift (i.e. after he has punched out for the day) to come back to work prior to his next regular shift, he shall be compensated pursuant to the emergency call-back clause.

(c) When an Employee is ordered or requested to remain at work and work beyond his regular shift, this shall be construed as continuous overtime and shall be compensated at regular overtime rates.

(d) When an Employee is ordered to perform mandatory overtime on a non-continuous basis, that is to say if there is an interruption or break between the Employee's regular shift and the performance of the mandatory overtime and the Employee receives less than 12 hours notice, then this shall be treated as emergency call-back and shall be compensated pursuant to the emergency call-back clause of the agreement.

(e) Notwithstanding anything to the contrary set forth herein, if an Employee works from a vehicle as part of his job duties, that time shall be considered as time worked and compensated at time and one-half. He shall not, however, receive any additional travel time payments.

#### **Section 5. Increments**

(a) Increments based upon the annual step increment structure, as reflected in Appendices "C.1", shall be paid to qualifying Employees if awarded pursuant to the annual performance appraisal provided for in Section "6" of this Article IV. Employees will receive their increments effective on their adjusted increment date.

(b) If an increment is denied, the Unit Head shall review the Employee's performance during the subsequent 6 months to determine if the increment should be

implemented at the end of that period. The subsequent decision shall not be subject to the grievance procedure.

(c) During the 6 month period subsequent to an increment award, if the Employee's performance diminishes to an unsatisfactory level, a Unit Head must follow the following procedure to reverse the increment award: The Employee must be advised of a performance deficiency in writing and given time to correct it. Subsequently, the Employee must be given formal counseling and be advised of his right to have a Union representative present at the counseling session. Increment reversal must be submitted to the Labor Management Committee and will become effective the first pay period following the approval of the Dutchess County Commissioner of Human Resources.

#### **Section 6. Annual Performance Appraisal**

(a) The parties recognize that the County has implemented a comprehensive annual performance appraisal system. This system will be used as the basis for award or denial of increments, longevities, promotions, and other formal personnel action.

(b) During the term of this Agreement, the parties agree to discuss the development of more refined wage administration and performance appraisal systems.

#### **Section 7. Longevity Payment**

(a) Longevity payments after 10, 15, 20, 25, 30, and 35 years of service shall be paid as set forth on Appendix "C.2" to qualifying Employees if awarded pursuant to the annual performance appraisal provided in Section "6" above. Employees will receive their longevities effective their adjusted longevity date.

(b) If a longevity payment is denied, the Employee's performance will be reviewed within each subsequent 6 months to determine if the longevity shall be implemented at that time.

#### **Section 8. On-Call Pay/Beeper Pay**

(a) Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations shall be compensated for each week of on-call assignment. A week of on-call assignment commences at 12:00 a.m. Saturday and ends on 11:59 p.m. Friday, 7 days later, unless alternate arrangements are made with the Unit Head.

(b) Compensation shall be based on the Employee's grade and frequency of on-call assignment as described in the Beeper Compensation Schedule (Appendix "C.3"). Compensation shall only be made when Employees are actually scheduled to be on-call. Employees who are required to carry a beeper and be available to respond on a 24-hour basis to job-related emergencies or urgent situations for less than a full week shall be compensated on a pro-rated basis.

(c) Employees may request beeper pay to be compensated as straight time compensatory time. The approval or denial of the Employee's request shall be in the sole discretion of the Unit

Head. Full time Employees shall receive either seven or eight hours of straight time compensatory time, consistent with the basic workday of their title as defined in Article V, Section 1(a), for each full week of beeper pay. Employees may not either split a week of on-call pay between payment and straight time compensatory time nor earn straight time compensatory time for partial weeks of on-call pay. If straight time compensatory time is granted, it must be taken within 6 months of the date earned or it shall be converted to sick leave. The provisions in paragraph (c) will not be subject to the grievance procedure.

### **Section 9. Recoupment**

- (a) When employees or departments become aware of an overpayment, the Departments of Human Resources and Finance shall be notified in writing. Notification shall include the name of the employee and the nature and duration of the overpayment.
- (b) The Dept. of Human Resources shall notify the Union by contacting the Union President. The Union shall be notified of the affected employees, the amount and the reason for the overpayment.
- (c) The Finance Department shall notify each employee in writing of the amount and reason or the overpayment and the payment or recoupment schedule to be followed. Payroll deductions will be used. Deductions shall be made at the rate of \$50.00 per payroll until the recoupment is satisfied. Payroll deductions will commence on the second payday following the date of notification.
- (d) If the recoupment is not satisfied and the employee leaves County employment, the balance of the recoupment will be taken from the employee's last paycheck.
- (e) If a recoupment schedule of \$50.00 per payroll represents an undue hardship to an employee, the employee may request to the Dept. of Human Resources that a lesser recoupment be taken. The decision of the Dept. of Human Resources on the request shall be final. Until the decision is made by the Dept. of Human Resources, there shall be no recoupment made by the Finance Department. In addition, notwithstanding anything to the contrary, an Employee may request a repayment amount in excess of \$50.00 per payroll.

## **ARTICLE V**

### **Workday And Work Week**

#### **Section 1. Basic Workday and Work Week**

(a) Full time Employees. The basic work week for office personnel is 35 hours per week, 7 hours per day, Monday through Friday. The basic work week for all other Employees is 40 hours per week, 8 hours per day, Monday through Friday.

(b) Part time Employees. The basic work week for part time Employees is one half the basic work week for full time Employees.

(c) Split Shift. No Employee will regularly be required to work a split shift.

(d) Non-Continuous Overtime. A Unit Head may direct an Employee to work in excess of 35 hours per week on a non-continuous basis provided the Employee is advised of the



additional hours at least 12 hours in advance and given a specific time and date to report. Any hours worked between 35 and 40 hours shall be compensated on a straight time basis. Hours worked beyond 40 hours shall be compensated at time and one-half rates. These additional hours worked are not subject to compensation pursuant to Article IV, Section "4" Emergency Call-back Pay.

## **Section 2. Office Hours**

Excluding legal holidays, all offices shall be open for the transaction of business from 9:00 a.m. to 5:00 p.m., Monday through Friday.

## **Section 3. Working Hours**

In those Units where it is necessary to conduct certain functions or operations on a 24-hour basis daily or on other than a first-shift basis, the working days and hours of an Employee may be established by the County Executive. Should the County Executive determine in the future that it is necessary to operate a Unit on a 24-hour basis daily or on other than a first-shift basis, the impact of such determination on the affected Employees and their terms and conditions of employment shall be negotiated between the County and the Union.

## **Section 4. Record of Attendance**

Daily time records, in form determined by the County, showing actual time worked, as well as all types of leave and vacation time earned by each Employee, will be maintained by the County.

## **Section 5. Flex Time**

(a) A full-time Employee may submit a written flex time proposal on his behalf to the Unit Head. If the Unit Head and the Employee agree to a flex time proposal, it will be channeled through the Dept. of Human Resources to the Labor Management Committee for its review and recommendations prior to implementation.

(b) If the Unit Head denies the proposal, he shall submit the proposal and his response to the Labor Management Committee. The Labor Management Committee will review the proposal and make recommendations to the Unit Head. Upon its request, the Unit Head will submit the basis for his determination and/or the Employee will submit additional information to the Labor Management Committee to assist it in its review. All recommendations shall be advisory and non-grievable and not otherwise subject to administrative or judicial challenge. Recommendations must be supported by a majority of the full membership of the Committee.

(c) Flex time requests shall not be unreasonably denied.

## **Section 6. Alternate Work Week Program**

Due to the demonstrated need of titles in the Probation Officer series in the Department of Probation and Community Corrections to work outside the normal office hours set forth in Section "2" above, the County and the Union agree to develop an alternate work week program

in accordance with a separate stipulation between the parties. Only the titles in the Probation Officer series shall be included in the program. The program will be for a 6-month period, after which it shall be reviewed and any further changes negotiated between the County and the Union. The County shall have the right to discontinue the program with 30 days' notice. Should other departments develop a need to work outside the normal work week, on a consistent basis, they may submit their requests in writing to the Labor Management Committee.

#### **Section 7. Shared Positions**

(a) A Unit Head may establish shared positions in which two Employees share the work hours of a single position. In his discretion, a Unit Head may establish work schedules for shared positions, which, in the aggregate, are less than full time hours. He may assign those hours unequally. Combined work schedules, however, shall not exceed full time hours for the position without the prior approval of the Unit Head. The designation or elimination of a shared position by a Unit Head shall be subject to approval by the Commissioner of Human Resources and that decision shall not be subject to a contract grievance. Incumbent full-time Employees must consent if they are reassigned to a shared position.

(b) Employees in shared positions shall be deemed hourly Employees for the purposes of this Contract and shall be paid and receive such benefits as provided for in Article X Section 12(b), (c) and (d) of the Collective Bargaining Agreement.

(c) An Employee in a shared position may elect to receive health insurance and shall contribute towards the premium cost of the applicable health insurance plan through payroll deductions. Notwithstanding any other Contract provisions to the contrary addressing Employee contributions for health insurance, an Employee in a shared position with an adjusted benefit date before July 1, 1979 shall contribute 50% towards the premium cost of the applicable plan and an Employee with an adjusted benefit date on or after July 1, 1979 shall contribute 60% towards the premium cost of the applicable plan.

(d) Employees in shared positions shall not be eligible for optical insurance but shall be eligible for dental insurance as provided in Article VIII, Section 3, and shall contribute for dental insurance as provided in Article X, Section 13(e) and 13(f).

### **ARTICLE VI**

#### **Overtime**

#### **Section 1. Straight Time, Compensatory Time, and Time and One-Half**

(a) Office Employees. Except as otherwise provided in this Article, office personnel shall be compensated at straight time rates or receive straight time compensatory time for hours worked between 35 and 40 hours per week. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.

- (b) Office personnel who work over 40 hours per week shall be compensated at the time and one-half rate or receive time and one-half compensatory time. The decision to pay Employees or award compensatory time shall be at the discretion of the Unit Head, taking into consideration the Employee's needs.
- (c) Other Employees. Except as otherwise provided in this Article, overtime for all other Employees is defined as all hours worked in excess of 40 hours per week. Overtime shall be compensated at the time and one-half rate and shall be granted in pay or time off, in the discretion of the Unit Head, taking into consideration the Employee's needs.
- (d) Compensatory time, whether earned at overtime or straight time rates, shall, after appropriate conversion, be credited at a single straight time rate. For example, when 6 hours of compensatory time is earned at the overtime rate, it shall be credited as 9 hours at the straight time rate.
- (e) If compensatory time is granted, it shall be taken within 6 months of the date earned or it shall be paid to the Employee in the first payroll period of the seventh month.
- (f) No Employee shall be compensated for overtime unless he was first properly directed to work such overtime by the Unit Head.
- (g) Upon the death or separation of an Employee, the Employee's estate or the Employee shall be paid for all unused accumulated compensatory time.

## **Section 2. Excluded Titles**

(a) The County and the Union agree to review titles to be excluded from the overtime provisions of the Fair Labor Standards Act. Titles mutually agreed upon are set forth in Appendix "A", which is annexed to and made a part of this Agreement, and which may be modified upon mutual consent. Titles on which the parties cannot agree shall be sent to the United States Department of Labor for a determination, which determination shall be binding. New titles allocated to the same or a higher salary grade as a result of the reclassification or reallocation of current excluded titles shall remain excluded from the overtime provisions of the Fair Labor Standards Act. Appendix "A" shall be amended accordingly.

(b) Any titles which are excluded from the overtime provisions of the Fair Labor Standards Act shall be paid at straight time rates or receive straight time compensatory time, in the discretion of the Unit Head, taking into consideration the Employee's needs, for all hours worked beyond 35 hours per week. If straight time compensatory time is awarded, it will be treated as provided in Section 1 above.

## **Section 3. Hourly Rate Computation**

The hourly rate for salaried Employees shall be computed by dividing the Employee's annual salary by the number of work hours in the year.

## **Section 4. Holiday Work**

(a) An Employee who is required to work on a holiday shall be paid at the rate of time and one half the hours worked. At the discretion of the Unit Head, taking into consideration the

Employee's needs, an Employee may either be paid his normal day's pay for the holiday or receive another day off, which will be known as an alternate holiday.

(b) If the alternate holiday is granted and an Employee is subsequently required to work on his alternate holiday, he shall be:

(i) Paid on a straight time basis, unless the alternate holiday hours combined with his regular worked hours for that week exceed 40 hours. All time over 40 hours shall be compensated at the time and one-half rate.

(ii) Paid according to the provisions under Emergency Call Back if he is required to work with less than 12 hours notice.

(iii) Allowed to cancel his scheduled alternate holiday and take it at a later date.

(c) The alternate holiday shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

#### **Section 5. In Lieu Day**

Should a holiday fall on an Employee's normal day off, he shall be granted some other day off with pay in lieu of the holiday. For compensation purposes, the in lieu day shall be considered the legal holiday. The in lieu day shall be taken by the end of the calendar year in which it is granted, or it shall be paid at year end within the normal payroll process.

#### **Section 6. Work Week Computation**

For the purpose of determining whether an Employee is entitled to overtime pay, an unworked holiday, approved paid leave, or unworked compensatory time in an Employee's normal work week shall be considered as time worked.

#### **Section 7. Overtime Pay Rate**

Overtime shall be paid at the rate for the shift on which the Employee actually works the overtime.

#### **Section 8. Distribution of Overtime**

Overtime shall be rotated on an equitable basis among all qualified Employees within each Unit consistent with the most efficient operation of the Unit.

#### **Section 9. Change of Work Hours**

The County will not arbitrarily change the working hours of any Employee for the purpose of evading the overtime provisions of this Agreement.

### **ARTICLE VII**

#### **Holidays, Vacations, Leaves**

#### **Section 1. Holidays**

- |     |                        |              |
|-----|------------------------|--------------|
| (a) | New Year's Day         | Labor Day    |
|     | Martin Luther King Day | Columbus Day |

Lincoln's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day

Election Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

(b) When a holiday falls on a Sunday, Employees will be entitled to the Monday immediately following for such observance. When a holiday falls on a Saturday, Employees will be entitled to the preceding Friday for such observance.

(c) Holiday observance at the Dutchess Community College shall be in accordance with this Article, except that holidays shall be scheduled by the College to coincide with the academic schedule.

(d) For those job classifications required to work on a 7 day schedule, Employees will observe all holidays on the actual date of the holiday.

## **Section 2. Vacations**

(a) All Employees shall earn quarterly paid vacation on their adjusted benefit date based upon completion of each quarter year of continuous employment as noted below.

<b>Days Earned Per Quarter of Continuous Employment</b>				
<b>During</b>	<b>First Qtr.</b>	<b>Second Qtr.</b>	<b>Third Qtr.</b>	<b>Fourth Qtr.</b>
1 <sup>st</sup> year	0	3	3	4
2 <sup>nd</sup> – 5 <sup>th</sup>	2	3	2	3
6 <sup>th</sup> – 11 <sup>th</sup>	3	4	4	4
12 <sup>th</sup> – 15 <sup>th</sup>	4	5	4	5
16 <sup>th</sup> – 20 <sup>th</sup>	5	5	5	5
21 years & over	6	6	6	7

(b) Unit Heads, in their discretion, will schedule vacation time taking into consideration the following factors: (i) Request of the Employee; (ii) Needs of the Unit and (iii) Seniority.

(c) An Employee may utilize vacation credits in minimum units of one hour. Employees shall be allowed to accrue vacation credits up to an amount not to exceed 45 days; accruals exceeding that limit shall be forfeited.

(d) Employees shall retain any earned vacation benefits if they transfer between Units within the County.

(e) Upon death, retirement or separation from the County in good standing, Employees will be paid the monetary value of accumulated unused vacation time in an amount not to exceed the maximum as specified in subdivision (c) above. If an Employee dies while employed by the County or retires from service on other than his adjusted benefit date, the County shall pay the pro-rated monetary value of vacation time from his previous adjusted benefit date to the date of death or retirement in addition to the monetary value of his accumulated unused vacation time up to the earned maximum as specified in subdivision (c) above.

## **Section 3. Sick Leave**

Accumulated sick leave shall be used only for an Employee's personal illness, or an illness in his immediate family requiring him to be with his immediate family. For the purpose

of this Section, immediate family means an Employee's husband, wife, children, mother or father. Sick leave will be accrued for an Employee at the rate of 1 day for each month of continuous employment with unlimited accumulation. Sick leave may be taken in minimum units of one hour. The Unit Head may, in his discretion, require confirmation of the use of sick leave and its purpose from the Employee.

(a) Employees are responsible for reporting and justifying their use of sick leave. Advance notification of sick leave shall be given whenever possible. Notification of use of sick leave must be given no later than 1 hour after the Employee's normal time for reporting to work. In the event that the absence of an Employee would necessitate that a substitute be called in, the Unit Head may require earlier notification. However, in no case will an Employee be required to report sick leave more than two hours prior to the start of his work day. Sick leave will not be paid if the Employee fails to provide notice as set forth above.

(b) Before absence for personal illness or disability in excess of two continuous days may be charged against accumulated sick leave credits, a Unit Head may require proof of illness or disability. A Unit Head may also require that an Employee be examined at County expense by a physician designated by the County. However, where an illness is of a "very personal nature", the County will accept and pay for an examination by the Employee's personal physician.

(c) If an Employee has used 6 days of sick leave during the course of a 12 month period, a Unit Head may require the aforementioned proof or examination before any subsequent absence may be charged against accumulated sick leave credits. Such proof of illness shall be required for a 6-month period from the last used sick day, if the Unit Head provides written notice that the Employee has exceeded the above limitation.

(d) A Unit Head may require that an Employee who has been absent because of personal illness or disability be examined by a County designated physician prior to his return to work. Said examination shall be scheduled and performed within 10 working days after the Unit Head receives, in writing, notice from the Employee's physician that he is capable of returning to work and performing his normal duties without jeopardizing his own health and safety or that of his fellow Employees. In the event the examination does not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. This examination will be paid for by the County and is intended to establish that the Employee is not disabled and can perform his normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees.

(e) When an Employee changes Units within the County service, his accumulated sick leave credits shall be transferred with him.

(f) If an Employee's service with the County is terminated for any reason, compensation will not be given for unused accumulated sick leave credits. If an Employee resigns and then returns to County service in a permanent position within one year of his resignation, any sick leave credits cancelled at the time of resignation will be reinstated.

#### **Section 4. Personal Leave**

The purpose of personal leave is to permit Employees to attend to personal affairs that cannot be accommodated during non-working hours. Each Employee shall be entitled to four personal leave days during each year.

(a) Personal leave may be taken in minimum units of one hour.

(b) Prior approval of personal leave must be obtained from the Unit Head. Approval or denial of personal leave shall be based upon the needs of the Unit for the services of the Employee. The nature of the Employee's personal business shall not be a factor.

(c) For presently serving Employees, four days personal leave shall be earned each January 1st. For new or reinstated Employees, personal leave days shall be earned on the date of employment on a pro-rated basis from the date of employment through December 31st of that year.

(d) Unused personal leave hours shall be added to the accumulated sick leave of each Employee at the end of each year.

(e) When an Employee moves between Units within the County service, his accumulated personal leave credits shall be transferred with him.

#### **Section 5. Leave for Civil Service Examination: Interviews**

Upon the request of an Employee, a Unit Head shall grant leave with pay for the purpose of taking a civil service examination, provided that the examination is for employment with the County and also cannot be scheduled during non-working hours. This Section shall apply to written, oral and performance tests, physical examinations and reviews. Employees called for an interview for possible inter-departmental transfer within the County service or an exit interview prior to leaving County service will be allowed time off with pay for such purpose.

#### **Section 6. Leave for Court and Jury Attendance**

When an Employee is officially summoned to be present at the courthouse for jury duty or is under subpoena to appear in court or before an administrative tribunal on a matter related to his job duties, he shall be granted leave with pay for such purposes. In the case of jury duty, the amount of pay shall be the difference between his daily rate of pay and the amount allowed by the court for jury duty.

#### **Section 7. Military and Other Leaves Required by Law**

A Unit Head shall grant any leave of absence, with or without pay, as is now or may be required by specific statutory authority, such as the Military Law.

#### **Section 8. Workers' Compensation Leave**

An Employee who is absent from work because of occupational injury or disease, which results in an award of workers' compensation, shall be entitled to leave with full pay for the waiting period, which is not compensated by the Workers' Compensation Board. If the determination of the Workers' Compensation Board is that the injury or sickness did not arise during the course of employment, then the waiting period leave shall be charged against accumulated leave or, if no accumulated leave exists, shall be paid back to the County by the Employee. A determination by the Workers' Compensation Board as to whether or not an injury or sickness arose in the course of employment shall be final and conclusive as to the County and the Employee, subject to the right of judicial review. Before allowing any such leave with pay, a Unit Head may require proof of the nature of the occupational injury or disease and proof of the

Employee's inability to return to work during this initial period. In addition, a Unit Head may require a physical examination, paid by the County, as a condition precedent to the Employee's return to work. Should the examination not occur within 10 working days, the Employee will be placed back on the payroll, and, in the discretion of the County, be required to return to work. The purpose of the examination is to establish that the Employee is able to perform his own normal duties and that his return to work will not jeopardize his own health and safety or that of his fellow Employees. An Employee on workers' compensation leave as approved by the Workers' Compensation Board shall not be deemed off the payroll for the purpose of the definition of the terms adjusted benefit, increment or longevity dates as set forth in Article I hereof.

#### **Section 9. Leaves of Absence Without Pay**

The County Executive may, upon recommendation of a Unit Head, authorize a leave of absence, without pay, for a specified period of time not to exceed one year. All such leaves may, with the concurrence of the County, be terminated prior to their expiration.

#### **Section 10. Child Care Leave**

Upon request, on the birth or adoption of a child Employees are entitled to leave without pay for child care for a 6 month period. This leave may be extended for an additional 6 month period upon the recommendation of the Unit Head and approval of the County Executive. When both parents are County employees; the leave may be split into two (2) separate non-concurrent time blocks.

#### **Section 11. Emergency Fire/Disaster Leave**

Leave with pay shall be provided to duly appointed volunteer firefighters or members of volunteer ambulance rescue squads who must leave their jobs for an emergency, at the request of the commanding officer of the unit, or who are late for work because of involvement in a fire or rescue operation.

#### **Section 12. Bereavement Leave**

An Employee shall be granted five (5) consecutive working days off with pay at the time of death of an Employee's spouse, parent, or child. An Employee shall be granted three (3) consecutive working days off with pay at the time of death of an Employee's grandchild, grandparent, brother, sister, mother-in-law, father-in-law, legal guardian, step-parent, step-child, step-brother or step-sister. An Employee shall be granted one (1) working day off with pay at the time of death of an Employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law.



**ARTICLE VIII**  
**Health Insurance; Dental; Optical; Retirement**  
**And Disability Insurance Plans**

**Section 1. Health Insurance for Current Employees**

- (a) The Employer shall provide and administer group health insurance plan coverage for the benefit of its Employees and their spouses and eligible dependents. The Employer currently offers two coverage options: 1.) a PPO (Preferred Provider Organization): the NYSHIP Empire Plan, and 2.) an HMO (health maintenance organization): MVP Health Plan Inc. Both health insurance plans provide a major medical plan including but not limited to primary care and specialist medical services, inpatient hospitalization, outpatient services, emergency and urgent care services, mental health inpatient and outpatient services, and a prescription drug plan. Details of the plans are contained in the health insurance providers' Summary Plan Description (SPD) and Summary of Benefits and Coverage, which are posted on the County intranet and available in electronic or paper format to employees upon request. The plans are governed by the contract between the medical providers, if any, and the Employer.
- (b) To the best of its ability, the Employer shall comply with eligibility and coverage requirements consistent with New York State and federal law and regulations, including the Affordable Care Act.
- (c) The County shall contribute the following amounts towards the premium cost of the applicable health insurance plan set forth in subdivisions (a) above:
- (i) For Employees with an adjusted benefit date prior to July 1, 1979 – 95% towards the premium cost of the applicable plan.
  - (ii) For Employees with an adjusted benefit date on or after July 1, 1979 but before January 1, 2007 - 85% of the premium cost of the applicable plan.
  - (iii) For Employees with an adjusted benefit date on or after January 1, 2007, – 80% of the premium cost of the applicable plan for the first ten (10) full years of employment. Commencing on the Employees' eleventh (11<sup>th</sup>) year of employment, the County shall contribute at the same rate as for those Employees referenced in (ii) above.
  - (iv) Effective January 1, 2007, an Employee's health insurance contribution rate shall not be increased as a result of a change in his or her adjusted benefit date provided that Employee has remained continuously employed (no separation from employment followed by subsequent re-employment) by the County.
  - (v) Employees shall contribute the balance in 24 equal payroll deductions to be taken in the first two paychecks actually paid (issued) in any calendar month.
- (d) The County reserves the right to review health insurance for double coverage due to other family members being employed. An Employee who is eligible for health insurance coverage through the County and another public or private employer must elect coverage under

only one of those plans. The Employee may have individual coverage for himself or family coverage for himself and some or all of his family under either plan, but the Employee may not have coverage for himself or any family member under both plans. Employees must fully cooperate with the County in implementing this provision.

(e) All Employees appointed to permanent budgeted positions working at least 17 1/2 hours per week with an expected term of employment of at least 6 months, shall be eligible for health insurance coverage. An application should be submitted as soon as possible after hiring. The effective date of coverage will be determined by the date of application with reference to the date of employment. If application for coverage is made during the first month of employment, the effective date will be the first day of the second month from the date of application. (See Appendix "E" for examples.)

(f) The County and the Union shall establish a Health Insurance Advisory Committee for the purpose of seeking effective and significant cost containment measures to control the rising cost of health insurance coverage. Such measures may include, but are not limited to, changing deductible and co-insurance requirements, changing health insurance carriers, seeking a health insurance administrator, and deleting or changing portions of health insurance plans. The Committee shall meet at least monthly and may bring in additional parties to assist in their review.

(g) The County may, as hereinafter provided, upon sixty (60) days written notice to the Union of its intention to do so, self insure, in whole or in part, any or all of the above referenced health insurance plans or thereafter, change to a health insurance carrier, or change health insurance carriers provided the benefits including the deductibles and co-pays remain substantially equivalent.

## **Section 2. Health Insurance for Retired Employees and Surviving Spouses**

(a) Employees who retire from the County, are receiving retirement benefits from the New York State Retirement System and have the County retirement service credit years with County government, shall have the option to elect contributory health insurance coverage from the County based on the following schedule:

County Service Credit Years	County Share of Coverage	
	Individual	Dependent
10 - 14 years	50%	35%
15 - 19 years	60%	45%
20 - 24 years	70%	55%
25 years or more	80%	65%

(b) Surviving spouses receiving health insurance coverage through a retired Employee as described above shall have the option to continue either individual or dependent health insurance coverage with the County on a contributory basis. The County will pay 50% towards the cost of individual coverage. The surviving spouse shall pay the balance of the individual coverage premium cost. In the event the surviving spouse elects dependent coverage, the surviving spouse shall be responsible for the total cost of dependent coverage.

### **Section 3. Dental Plan**

(a) The County shall continue to provide a non-contributory dental plan for eligible employees and their families substantially equal to the Guardian Dental Plan in effect on January 1, 2012. Pursuant to and in accordance with the terms of an agreement negotiated between the County and the CSEA, the County shall provide a non-contributory dental plan to the Employees and their families through Guardian Dental Plan which was in effect on January 1, 2012.

(b) All Employees appointed to permanent positions working 17 1/2 hours or more shall be eligible for dental plan coverage two (2) months following the end of the first month of their employment, provided the term of their employment is for 6 months or more.

(c) The County reserves the right to review dental insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

### **Section 4. Optical Plan**

(a) The County shall continue to provide a non-contributory optical plan for all full-time employees and their families substantially equal to the plan presently known as the "CSEA Employee Benefit Fund Dutchess Plan." The County is not obligated to purchase the plan from the CSEA Benefit Fund.

(b) The County reserves the right to review optical insurance for double coverage due to other family members being employed by the State of New York, or a municipality, school district, agency, public benefit corporation, or another political subdivision thereof and shall seek mutual acceptance with the Union for the purpose of reducing the cost of such double coverage.

(c) All full-time Employees appointed to permanent positions shall be eligible for optical coverage two (2) months following the end of the first month of their employment provided the term of their employment is for six (6) months or more.

### **Section 5. Retirement Plans**

The County shall continue to participate in the retirement plan provided in Sections 75-g and 41(j) of the New York State Retirement and Social Security Law, as in effect in 1973. In addition, the County shall continue to participate in a retirement plan provided in Section 60(b) of the New York State and Social Security Law. The County will offer a retirement plan pursuant to Section 75(i) of the New York State Retirement and Social Security Law, as the same was in effect in 1990.

### **Section 6. Disability Insurance**

(a) The County shall continue to provide disability insurance through a private provider and not pursuant to the New York State Workers' Compensation Law, for all Employees on the payroll and appointed to permanent positions with a work commitment of 6 months or more. The disability insurance plan shall provide substantially those benefits as set forth in Appendix "I."

(b) The parties shall continue to share premium costs in the same proportion (68% County share, 32% Employee share), provided, however, the County share shall never exceed \$6.80 per month per eligible Employee. All premium costs above \$6.80 per month otherwise attributable to the County shall be paid by each eligible Employee. In such event, the parties agree to reopen negotiations solely on the issue of shared premium costs for disability insurance.

(c) Eligible Employees shall be enrolled in the disability insurance plan after 1 calendar month has elapsed from the close of the calendar month in which they were hired and thereafter shall immediately be eligible for benefits.

(d) Employees may not draw disability insurance benefits for any period or disability for which they were eligible for workers' compensation benefits.

(e) Employees may use benefit time to supplement their disability payments either for any applicable waiting period or to bring payments to 100% of base salary.

(f) Benefit time used for a period covered by the disability insurance plan shall be proportionately credited to the Employee when and if the County is reimbursed for the disability payment. Benefit time shall be credited to the Employee in the same sequence and category (sick, personal, and the like) as the time taken. It shall be credited in the same proportion the dollar disability reimbursement to the County bears to the dollar benefit time payment made to the Employee. Accordingly, if the disability reimbursement to the County is less than 100% of the benefit time payment to the Employee, then the time credited to the Employee shall be proportionately less than 100% of the benefit time taken.

#### **Section 7. Health Insurance Buy-Out.**

(a) An Employee enrolled in a County health insurance plan for the twenty-four (24) months immediately prior to submission of his buy-out application shall be eligible for a health insurance buy-out for the plan category (individual or family coverage) in which he was actually enrolled for those prior twenty-four (24) months as hereinafter set forth. Thereafter an Employee may continue to apply for the buyout if that Employee would otherwise be eligible for health insurance.

(b) In the event that the employee has not been enrolled in a family plan for 24 months but has been continuously receiving health care insurance benefits for the prior 24 month period (either in an individual plan or in a combination of the time in an individual plan and family plan for 24 months continuously) then the buyout will be awarded at the individual rate.

(c) An Employee, deemed eligible under (a) above, may exercise the health insurance buyout by submitting an application to the County, during an open enrollment period designated by the County, along with proof of alternative non-County health insurance coverage. The application shall be as prescribed by the County.

(c) Once an Employee has exercised the buyout, it shall remain effective for a designated calendar year unless rescinded as set forth below.

(d) Each Employee who exercises the health insurance buyout shall be paid \$1,250.00 for an individual plan, and \$2,500.00 for a family plan for the health insurance plans available pursuant to this Agreement.

(e) Payment shall be made between December 1<sup>st</sup> and December 15<sup>th</sup> of each year for the current year. If an Employee leaves County employment before December 15<sup>th</sup>, he shall receive a buyout payment pro-rated on a monthly basis for the appropriate period.

(f) An Employee who has elected the health insurance buyout may rescind that election by presenting written proof of loss of health insurance coverage to the County. The Employee shall be eligible to apply for enrollment in an appropriate health insurance plan subject to the prescribed waiting period and the applicable health insurance contribution rate for that Employee. The Employee shall not be eligible for any buyout payment for that year.

(g) Employees who elect this buyout and subsequently retire, shall have their buyout payments pro-rated on a monthly basis for the current year. Retirees are not eligible for the buyout. As is present practice, an Employee must have been enrolled in a County health insurance plan on the date of retirement to be eligible for Retiree Health Insurance-Article VIII, Section 2.

## **ARTICLE IX**

### **Tenure**

#### **Section 1. Rights of Non-Competitive and Labor Classes**

(a) Permanent Employees in the non-competitive and labor classes shall be granted rights pursuant to Section 75 of the Civil Service Law upon completion of 12 months continuous and satisfactory service.

(b) Any Employee, whether in the competitive, non-competitive or labor classes, who has obtained Section 75 rights by statute or this contract, against whom removal or other disciplinary action is proposed shall, on service of charges and disciplinary proposals upon him by the County, either (i) answer and demand a hearing; or (ii) accept the removal or other disciplinary proposals contained in the charges.

An Employee who does not answer and demand a hearing within ten (10) days of service of charges and disciplinary proposals upon him and his Union, shall be deemed to have waived any right to a hearing and deemed to have accepted the removal or other disciplinary proposals sought in the charges. Service upon the Union shall be to the President at the unit CSEA office. The Union shall advise the County of any change in its address.

If service is not made on the Union, the preceding waiver shall not apply.

#### **Section 2. Layoffs.**

In the event of a layoff, non-competitive and labor class Employees shall be laid off by seniority based on first permanent appointment in the classified service with the County, followed by continuous service in the classified service with the County on a permanent basis up to the time of abolition or reduction of the non-competitive or labor class positions. Such Employees may retreat to positions they previously held on a permanent basis in the non-competitive or labor classes if the present incumbents of those positions have less seniority. Such Employees shall be recalled in order of seniority for a period of 2 years from the date of the layoff to a position in the non-competitive or labor classes which they previously held on a permanent basis. For purposes of this Section, the layoff unit will be defined in Article "1" as "Unit" and all titles will be defined in Appendix "A".

**ARTICLE X**  
**Miscellaneous**

**Section 1. Merit Award Program**

The County agrees to maintain a merit award program as authorized by Section 88-a of the General Municipal Law. Under the program, all Employees shall have the opportunity to offer suggestions relative to the improvement of County services and working conditions.

**Section 2. Tuition Payments: Tuition Waivers**

(a) The County agrees to reimburse tuition payments at Dutchess Community College, BOCES, local high school evening divisions, public secondary institutions, or at any college or university (if the course is not available at Dutchess Community College), for Employees who have taken and successfully complete job-related courses which will improve the skills of such Employees. Reimbursement shall be subject to approval of a committee composed of the County Executive, plus two members of management appointed by the County Executive and two Employees appointed by the Union. All applications for tuition payment reimbursement shall be submitted on or before dates determined by the committee, which shall meet five times annually to review and act upon such applications. During each contract year, the total of all approved tuition payment reimbursements shall not exceed \$30,000.00.

(b) The County shall offer a tuition waiver, exclusive of all fees, books, and the like, to any Employee appointed to a permanent position who enrolls in a credit course(s) for credit, on a space-available basis at Dutchess Community College. To be eligible for a tuition waiver, the employee must complete normal registration procedures as determined by Dutchess Community College.

An Employee must adhere to and abide by all academic regulations of the College.

Neither the County nor the College will have any obligation to expand class size beyond the prescribed enrollment maximums or add additional classes to accommodate a tuition waiver Employee. The parties agree that this program will continue as long as State funding for the enrolled participants is received.

**Section 3. Meal Payments**

The County shall provide a payment for meals for Employees working over and above a full-time workday in accordance with the following schedule:

(a) For work performed immediately following an Employee's regular or scheduled full-time workday:

- (i) First complete 2 hour period - \$5.75
- (ii) The next succeeding complete 6 hour period - \$3.50
- (iii) Each succeeding complete 4 hour period thereafter - \$3.50

(b) For work performed immediately before an Employee's regular or scheduled full-time workday:

- (i) First complete 2 hour period - \$1.80
- (ii) The next preceding complete 6 hour period - \$3.50
- (iii) Each preceding complete 4 hour period - \$3.50

(c) Emergency call-back:

(i) For each complete 4 hours period up to next workday - \$3.50

(d) Prescheduled non-continuous overtime:

(i) For each complete 4 hour period - \$3.50

(e) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section, shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (a), (b), (c) and (d) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

#### **Section 4. Mileage**

Employees required and authorized by their Unit Head to use their personal vehicle on County business shall be reimbursed a mileage allowance payment. The payment shall be at the IRS mileage reimbursement rate, upon submission of a voucher in acceptable form.

#### **Section 5. Out-of-County Travel; Conference Attendance; Reimbursement**

(a) Authorization by the Unit Head, subject to approval by the County Executive, of all out-of-county travel or attendance at conferences, in-service training sessions, or other meetings is required. No additional compensation shall be paid to Employees for out-of-county travel or attendance at these conferences, training sessions or meetings, except when an Employee is directed by his Unit Head, subject to approval by the County Executive, to attend a meeting, conference or training session as a part of his job duties, he shall receive compensatory time for travel to and from the conference, meeting, or training site when such travel time is over and above his regular work day. Reimbursement for actual and necessary expenses incurred shall be paid upon the submission of vouchers within thirty days after incurrence of the expense. The County will reimburse the Employee within 30 days of receipt of voucher in acceptable form and will provide a copy of the voucher to the Employee. Allowable expenses include mileage or other travel expenses, food, lodging, tolls, conference and tuition fees. Receipts for all expenses except mileage are required.

(b) Payment for meals is subject to the following limitations:

Breakfast - if departure is prior to 7:00 a.m.,

Lunch - if outside of County on County business between 11:00 a.m. and 2:00 p.m.,

Dinner - if arrival at home is after 7:00 p.m.

(c) Payment for meals may be made without a receipt in the following amounts:

Breakfast: \$3.50;

Lunch: \$5.00;

Dinner: \$9.75.

(d) When an Employee is requested by a Unit Head to attend an in-county function and meals are an integral part of that function, the Employee shall be compensated for meal expenses associated with the function. The Employee shall be notified in advance of approval to attend the function and advised that compensation for meals will be made.

(e) When an Employee is assigned, as a regular part of his duties, by a Unit Head, to attend a job-related event, either in-County or out-of-County, and meals are an integral part of that event, the Employee shall be compensated for meal expenses associated with the event. The employee shall be notified, in advance, of approval to attend the event and advised that compensation for meals, subject to any restrictions designated by the Unit Head, will be made.

(f) Present IRS Regulations provide that meal payments made without a receipt are taxable income. If an Employee submits a receipt for the meal payments referenced in this Section, the Employee shall be paid the amount shown on the receipt up to the amount otherwise designated in this Section. The balance, if any, between the amount shown by the receipt and the amount provided for in this Section shall not be reimbursed. Meal payments made without a receipt shall be paid in accordance with (b) and (c) above and will be considered taxable income as provided by IRS Regulations. IRS Regulations are subject to change.

#### **Section 6. Promotion**

In the filling of promotional vacancies, it is the County's policy to give primary significance to the Employee's Performance Appraisal. It is also the County's policy to give significant consideration to the length of service an Employee has given to the County, reserving to itself the right to make such promotional appointments in its own discretion.

#### **Section 7. Uniforms, Work Clothes and Tool Allowance**

(a) The County shall continue to provide protective work clothes for those positions presently identified as requiring such clothing. The County reserves the right subject to law to identify in the future other positions, which would warrant protective work clothes.

(b) The County reserves the right to require any group of Employees to wear a designated uniform. In that case, the County shall provide two sets of uniforms for winter and summer. Employees shall be responsible for every day cleaning, maintenance, and minor repair of uniforms. The County shall replace worn out uniforms or uniforms damaged beyond repair through no fault of the Employee.

(c) The County shall pay \$150.00 per year to each Automotive Mechanic, Construction Equipment Mechanic I and Construction Equipment Mechanic II, to purchase new, replacement and/or additional tools for use in the course of employment.

(d) Each Airport Maintenance Mechanic II and the Airport Maintenance Supervisor shall provide, at his own expense, an appropriate set of tools, as determined by the Unit Head, for use while employed by the Department of Aviation. These tools shall be available for use during working hours and may be secured on County property upon approval of the Unit Head. Should any Employee provided tool fail during normal use, the County shall replace the tool with one of equal quality, provided the tool is not covered by an outside warranty.

#### **Section 8. Deductions**

The County will make no deductions from an Employee's wages without prior written notification as to the purpose and amount.



### **Section 9. Parking**

- (a) The County shall provide parking for County vehicles driven by Employees and for private vehicles when Employees are required to use them on a regular basis for County business. Regular use is defined as utilizing their personal vehicle at least 40% of the working time during a month. In cases where no County spaces are available, reimbursement will be made based on the actual cost of the parking facility where the Employee parks, to a maximum of \$35.00 per month. The Employee will submit a voucher on a monthly basis, with receipts for parking and evidence of daily mileage during the month, to his Unit Head. The County will reimburse the Employee within 30 days of receipt of a voucher in acceptable form and will provide a copy of the voucher to the Employee.
- (b) Effective upon final ratification of the contract, the County shall pay \$12,500 to an interest bearing account for the purpose of assisting Employees who must pay for their parking. The further scope and procedures of the use of such funds will be negotiated by the parties.

### **Section 10. Work Locations**

The County agrees to maintain or cause to be maintained, all work locations including leased work sites in a safe and sanitary condition.

### **Section 11. Curtailment of Services; Contracting Out**

(a) Curtailment of Services. In the event the County decides it is necessary to curtail the services of Employees, it will negotiate the impact of such curtailment. The County will abide by the Civil Service Law and other applicable provisions of this Agreement in the layoff of competitive class Employees.

(b) Contracting Out. The County will not exercise its right to contract work out if the result of contracting out is the layoff or discharge of then existing Employees. However, if the County determines it has a need to contract out services that would cause the layoff of Employees, the County and the Union will discuss such contracting out in order to attempt to resolve the issue mutually, and, if mutually agreed, the County may proceed with such contracting out.

### **Section 12. Benefits and Leave for Employees Paid on an Hourly Basis**

(a) Employees paid on an hourly basis include only the following:

- (i) "part time Employees": all Employees regularly working at or less than half the normal work week.
- (ii) "hourly Employees": all Employees regularly working more than half of the normal work week, but less than full time.
- (iii) "hourly temporary Employees": all Employees appointed to temporary positions.

(b) Subject to Article IV, Section "5" of this Agreement, part time and hourly Employees shall be eligible for annual increments, provided they earned a minimum of 30% of the regular full time salary for the position every pay period of the previous year. Part time and hourly

Employees shall be eligible for a longevity, provided they earned a minimum of 30% of the regular full time salary for the position each year prior to the longevity award. The hourly rate shall be computed in accordance with Article VI, Section "3" of this Agreement.

(c) All Employees paid on an hourly basis shall accrue sick days, vacation, personal days and holiday credits on a pro-rata basis. Personal days, holidays and sick leave will become available at the end of each calendar quarter to each Employee who works continuously throughout that quarter. Vacation leave will become available consistent with Article VII, Section "2" of this Agreement. If an Employee paid on an hourly basis converts to a full time annual basis, the County shall (i) credit the Employee with the respective pro-rata vacation time as defined above and (ii) place the Employee on the appropriate vacation schedule. Any holiday balances will be credited to the Employee's sick leave accruals.

(d) Employees paid on an hourly basis are also eligible for other benefit leaves in pro-rata amounts not to exceed their normal work schedule.

(e) Employees with an adjusted benefit date prior to January 1, 1991 who work a minimum of half the regularly scheduled work week shall be eligible for health insurance coverage, provided they contribute towards the premium cost pursuant to Article VIII, Section "1" of this Agreement. These Employees will be eligible for fully paid dental insurance.

(f) Employees with an adjusted benefit date after January 1, 1991 who work a minimum of half the regularly scheduled work week, but less than a full work week, shall be eligible for health insurance and dental insurance coverages. The County will contribute 50% towards the premium costs of the coverages. The balance will be paid by the part time or hourly Employee electing the coverage(s).

### **Section 13. Past Practice**

The parties agree that the term past practice shall mean a condition of employment existing on or prior to January 1, 1982, but not addressed by the terms of this Agreement, provided to an Employee or a group or class of Employees as a matter of practice by the County. The parties further agree that there shall be no past practices created after January 1, 1982; that if a term or condition of employment is not addressed in this Agreement, it shall not be considered binding on the County.

### **Section 14. Employee Fitness Program.**

The County agrees to pay \$500.00 per contract year to an interest bearing account for the purpose of employee fitness programs. The funds shall be distributed by the Department of Dept. of Human Resources after receipt, review and approval of written proposals from authorized Union executive committee.

### **Section 15. Deferred Compensation**

A plan for Employee participation in a deferred compensation program has been established by the County in accordance with, and subject to all necessary procedures and approvals required by federal and state agencies. The plan shall be administered by the Finance Department according to the rules and regulations prescribed by the State of New York.

#### **Section 16. Notice Upon Separation**

Psychiatrists and other professional Employees with responsibility for treating patients shall be required to serve a notice of 20 working days to the Unit Head prior to separation from service with the County. Failure to give notice will result in an assessment of an amount equal to two (2) weeks salary as liquidated damages. Affected titles are listed in Appendix "A". Arrangements may be made to waive this requirement upon consultation with the Unit Head. New titles allocated to the same or higher salary grade as a result of the reclassification of current titles listed in Appendix A shall continue to be required to serve notice as provided in this Section. Appendix A shall be amended accordingly.

#### **Section 17. County Vehicles**

(a) Employees shall not be permanently assigned County vehicles. At the discretion of the Unit Head, Employees may be required to either utilize County vehicles or their own personal vehicles during working hours.

(b) Based on County policy, the Unit Head may temporarily assign County vehicles to specific Employees. Such assignment will not represent an entitlement to any Employee. Unassigned County vehicles shall be left on County premises during non- working hours.

(c) In the discretion of the Unit Head, Employees who are regularly assigned to be on-call may be temporarily assigned a County vehicle for use during the on-call period.

#### **Section 18. Direct Deposit**

The County will offer direct deposit for Employee paychecks, subject to the following restrictions:

(a) The implementation of this program is subject to a single Dutchess County bank, designated by the County, willing to act as an originating Depository Financial Institution for banks within the County who accept direct deposit relationships and are permitted to receive municipal deposits.

(b) The County's only responsibility shall be to comply with normal banking clearing house requirements to make paycheck funds available for direct deposit on payday mornings.

(c) Each Employee must elect direct deposit of his entire net check to a single banking institution if direct deposit option is chosen. If a problem occurs with a paycheck, it will not be corrected until the next paycheck.

(d) The County shall not be responsible for any fees or processing charges required to ensure direct deposit of paychecks. Any and all fees or processing charges will be borne by the Employee electing the direct deposit option.

(e) The County shall not be responsible for bank postings or accounting records in any Employee's account, even if an Employee changes banking options. Employees will be responsible for any charges as a result of insufficient funds or late transfer of funds.

(f) Changes to a previously elected direct deposit option may be made on a monthly basis. Changes will be effective the first full payroll period of the following month, provided the change request is received by the Finance Department by the 5th of the previous month. The County shall be responsible to ensure that Employee elected changes are sent through normal banking procedures.

### **Section 19. Flex 125 Plan**

(a) The County will offer a Flex 125 Plan to those Employees who contribute toward their health, dental or optical insurance coverages. Employees must submit a written request to the applicable Department during the open enrollment period electing the option and authorizing the County to process contributions as pre-tax deductions pursuant to the Internal Revenue Service rules and regulations.

(b) Future elections to a Flex 125 Plan may only be made during the annual open enrollment period; except that new Employees may elect to participate in a Flex 125 Plan at the same time they elect medical insurance coverage, which requires a premium contribution.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

### **Section 20. Flexible Spending Plan**

(a) The County will offer a flexible spending plan to Employees. The flexible spending plan may be used to offset qualifying costs for dependent day care, elder care, handicapped care and non-reimbursed medical expenses by allowing Employees to convert a portion of their earnings on a pre-tax basis into separate spending accounts to fund allowable dependent care and non-reimbursed medical expenses. Employees must submit a written request to the Finance Department electing the option and authorizing the County to process their contribution as pre-tax deductions pursuant to Internal Revenue Service Rules and Regulations. An annual open enrollment period will be designated by the County or for thirty (30) days as defined by the Plan Document.

(b) Future elections to a flexible spending plan may be made annually during an election period designated by the Commissioner of Human Resources, except that new Employees may elect to participate during a period specified by Internal Revenue Service rules and regulations.

(c) Changes in election must be made in conformance with Internal Revenue Service rules and regulations, or the Employee will assume responsibility for any and all penalties, which may be assessed by the Internal Revenue Service.

(d) Continuation or modification of the Flex 125 Plan is subject to change depending upon Internal Revenue Service rules and regulations.

### **Section 21. One Hour Reporting Time Standard**

(a) Pursuant to Section 139 of the New York State Highway Law, the County has a non-delegable duty to maintain its highway system in a safe and passable condition. It is essential to the efficient performance of this duty that any employee who participates in the performance of snow and ice control operations report to their assigned work site, especially during inclement weather (snow and ice conditions) within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work and so notifies his supervisor within the designated time frame. Except under emergency or extenuating circumstances, the above-mentioned one hour reporting requirement shall apply only during the snow and ice control season.

(b) All Employees of the Department of Emergency Response shall report to their work site within one hour from notice to do so. To report to work means an employee arrives at the site prepared to work within the designated time frame.

#### **Section 22. Defensive Driving Courses**

The standard and procedures set forth below shall supersede any past practice, policy, procedure or contract language of the parties to the contrary.

The County may offer defensive driving courses and require that certain Employees attend and participate as part of their job duties. Any Employee, who uses an automobile at least once a month on County business, shall be eligible for a defensive driving course when offered. Subject to available course space, each Unit Head may, in his discretion, assign certain Employees from among eligible Employees to take a defensive driving course.

The Unit Head may, in his discretion, permit other Employees who have requested permission to attend a defensive driving course but do not meet the standards set forth above, to do so subject to available course space. Such Employees may use benefit time or may attend when not scheduled to work subject to available course schedules.

Any Employee who requests a certificate of participation for his or her personal use, shall pay the administrative costs to obtain such certificate

#### **Section 23. Alcohol and Drug Abuse Policies and Procedures**

The Alcohol and Drug Abuse Policies and Procedures are set forth on Appendix "K".

#### **Section 24. Non-Salary Reimbursements**

Notwithstanding anything to the contrary, non-salary payments for reimbursements for travel, meals, uniforms and the like shall be paid through a payroll check.

#### **Section 25. Licensed Social Worker Tuition Program**

An Employee in the Case Manager Series in Children's Services in the Department of Social Services, matriculated in Adelphi University, Hudson Valley Campus, or such other institution as the County may designate, pursuing a degree to become a Licensed Master Social Worker or a Licensed Clinical Social Worker, shall be eligible for partial or full tuition payment from the County when the County, in its discretion, offers such as further set forth below.

TO BE ELIGIBLE FOR TUITION PAYMENT AN EMPLOYEE MUST:

1. Have been employed in the case manager series in children's services in the department of social services in a permanent appointment to a permanent

budgeted position for at least thirteen (13) continuous months before submitting a tuition payment application.

2. Submit, and have received approval of a tuition payment application for an eligible course before enrolling in that course.
3. Have no pending disciplinary proceedings at the time of application.
4. Have a present job appraisal rating of at least fully satisfactory.
5. Work full time with a permanent appointment to a permanent budgeted position.
6. Take all courses outside of work hours.
7. Pay for all textbooks and other fees related to the degree program.
8. Maintain an overall B average for the degree program.

An Employee who has received a field placement from Adelphi University, Hudson Valley Campus, acceptable to the County, may be allowed time off from work with pay to complete some or all of that placement, provided the Commissioner or his designee determines in his sole discretion, that there is sufficient available personnel to provide appropriate staff coverage.

An Employee, who leaves the employ of Dutchess County, whether voluntarily or otherwise, within three (3) years of the date of the last tuition payment made on his or her behalf, shall have an obligation to reimburse the County for all funds previously expended for tuition and funds paid to or on behalf of that Employee for field placement as follows:

- a. If an Employee leaves within one year from the date of the last tuition payment made on his or her behalf that Employee shall have a maximum reimbursement obligation of \$7,000.00.
- b. If an Employee leaves having completed one full year but before two full years from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of \$3,500.00.
- c. If an Employee leaves having completed two full years but before three full years from the date of the last tuition payment made on his or her behalf that Employee will have a maximum reimbursement obligation of \$1,000.00.

Notwithstanding any recoupment provisions in the Collective Bargaining Agreement to the contrary, upon termination of employment, the County may withhold an Employee's entire remaining paycheck(s) to satisfy that Employee's reimbursement obligations as set forth above. In addition, the County may deduct (recoup) any benefit time standing to that Employee's credit, which would otherwise be paid to that Employee upon separation, to satisfy that Employee's remaining reimbursement obligations as set forth above. To the extent these do not extinguish the Employee's reimbursement obligations, the Employee shall make payments as follows: \$100.00 per month beginning the first full calendar month after termination of employment.

As a condition precedent to continuing in or acceptance into the Licensed Social Worker Tuition Program an Employee, otherwise eligible, must execute a waiver, as prescribed by the County, accepting the reimbursement obligations and agreeing to the methodology for reimbursement (recoupment) set forth above.

In the event the funds the County is willing to commit to this Licensed Social Worker Tuition Program, are insufficient to satisfy the requests it receives for tuition payment, it may in its discretion authorize partial tuition for some or all Employees, or may offer tuition payment to some and not others.

Determinations made by the County in implementing this Program shall not be subject to the grievance procedure.

## **ARTICLE XI**

### **Grievance Procedure**

#### **Section 1. Definitions**

As used herein, the following terms shall have the following meanings:

(a) "Grievant" shall mean an Employee alleging a grievance.

(b) "Grievance" means, except when an alternate remedy is provided by law, a claimed violation, misinterpretation, or misapplication of the terms of this Agreement, the rights claimed thereunder, or a past practice as limited in Article X (13), except that decisions regarding reclassification or reallocation pursuant to Article XIV (3) shall not be subject to the grievance procedure.

(c) "Immediate Supervisor" shall mean the Employee or officer on the next higher level of authority above the grievant in the Unit wherein the grievance exists, who normally assigns or supervises the Grievant's work and approves his time record or evaluates his work performance.

(d) "Decision" shall mean the recommendation or ruling on, or disposition of a grievance made by an immediate supervisor, the Unit Head or the County Executive.

(e) "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this Section.

#### **Section 2. Declaration of Basic Principle**

Every grievant shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to elect to be represented by a person of his own choosing, at no cost to the County, at all stages of the grievance procedure. However, only designated officers or Union representatives will be released from their work site on County time to perform these duties of representation.

#### **Section 3. Initial Presentation**

(a) Grievant must present his grievance to his immediate supervisor, in writing, in accordance with paragraph (d) hereof, within 20 working days after the grounds for the grievance occur or the grievance shall be deemed time-barred and shall be rejected. In the case where the grounds for the grievance are continuing, relief may be applied retroactively only for 20 working days prior to the commencement of the grievance.

(b) The immediate supervisor shall discuss the grievance with the grievant, make such investigation as he deems appropriate and consult with his superiors to such extent, as they deem appropriate, all on an informal basis.

(c) Within five days after presentation of the grievance, the immediate supervisor shall make his recommendation and transmit same, in writing, to the grievant or his representative, and the Unit Head.

(d) The grievance shall consist of a written statement signed by the grievant containing the following:

(1) The name, residential address, and department of employment of the grievant.

(2) The name and department of employment of each other Employee or official involved in the grievance.

(3) The name and address of the Employee's representative, if any, and his department of employment if he is a fellow Employee.

(4) A concise statement of the nature of the grievance, the facts relating to it, including, without limitation, the time and date it arose.

#### **Section 4. Second Stage**

(a) If a grievant is not satisfied with the recommendation made by his immediate supervisor, he may, within 5 days thereafter, request a review and determination of his grievance by the Unit Head. Such request shall be made in writing and shall be served upon the Unit Head. Thereupon, and within 5 days after receiving such request, the Unit Head may request the immediate supervisor to submit a written statement of his information concerning the specific nature of the grievance and facts relating to it.

(b) The Unit Head may, and, at the request of the grievant shall, hold an information hearing within 10 days after receiving the written request and statement from the grievant. The grievant, and his representative, if any, may appear at the hearing and present oral or written statements or arguments.

(c) Within 10 days after the close of the hearing, or within 10 days after the grievance has been submitted to him if there is no hearing, the Unit Head shall make his recommendation in writing and serve the same on the grievant, the Grievant's representative, if any, and the County Executive.

#### **Section 5. Third Stage**

(a) The grievant may appeal the recommendation of the Unit Head within 10 days after notice of such recommendation. The appeal shall be taken by submitting to the County Executive a written statement signed by the grievant.

(b) The County Executive may request the Unit Head to submit within 10 days a written statement of facts, including a summary of the record of the hearing, if there was a hearing, and the original or a true copy of any other record or document used by the Unit Head in making his decision.

(c) The County Executive shall hold a hearing within 10 days after receiving the written request for review. He shall give at least 5 day's notice in writing of the time and place of such



hearing to the grievant, or the Grievant's representative, if any, and the Unit Head, all of whom shall be entitled to be present at the hearing.

(d) The hearing may be adjourned from time to time by the County Executive for a total of no more than 10 days, or by mutual consent of the parties.

(e) The County Executive shall not be bound by the formal rules of evidence.

(f) A written summary shall be kept of each hearing held and shall be provided to the Union upon request.

(g) The County Executive shall make his report in writing within 10 days after the close of the hearing. He shall immediately file his report and send a copy of the same to the grievant, or the Grievant's representative, if any, and the Unit Head. The report shall include a statement of the County Executive's finding of fact, conclusions and recommendations.

#### **Section 6. Fourth Stage**

If the grievant is dissatisfied with the decision of the County Executive, the grievant may within 20 working days submit any grievance under this Agreement to binding arbitration under the rules of the American Arbitration Association, at equal expense to both parties.

#### **Section 7. Waiver or Extension of Time; Time for Discussions and Hearings**

(a) The time limitations for presentation and resolution of grievances as provided herein may be waived or extended by mutual agreement of the parties involved.

(b) No employee organization other than the Union will be allowed to initiate or represent a grievant in the processing of grievances.

(c) All proceedings pursuant to this Article shall be held, to the extent practicable, during regular working hours.

### **ARTICLE XII**

#### **Union Rights**

#### **Section 1. Union Representatives**

(a) The County recognizes the right of the Employees to designate specific representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit Employees during working hours, subject to work requirements of the County. The Union representatives shall consist of the following: 30 shop stewards and 5 officers who shall be the sole representatives of the Union authorized to carry out such duties. Only representatives designated by the Union President shall be permitted a reasonable amount of time free from regular duties to fulfill their obligations. A listing of representatives shall be given to the County Executive in January of each year and within 30 days of any change. Time required for such representation must be reported to the Unit Head on at least a weekly basis. Such representatives shall be permitted to appear at public hearings before the County Legislature.

(b) The Union President shall be allowed one-half of his normal work week to conduct Union business. The President's work load shall be reduced accordingly.

## **Section 2. Union Delegates**

Certain representatives of the Union shall be allowed time off with pay and without charge to accumulated leave time for the purpose of attending State Union meetings. The Union shall notify the County Executive of the Employees designated as representatives. At least two weeks prior to a meeting, the Union shall notify the County Executive, in writing, of the date, time, place and purpose of the meeting, and shall identify the individual representatives for whom time off is requested. The County reserves the right to deny the time off request with regard to any individual Employee if the County determines that his presence is required for the proper functioning of his Unit. An aggregate total of 85 days shall be allowed per calendar year for this purpose.

## **Section 3. Union Office Space**

The County agrees to provide office space within the County Office Building complex for the Union's records and for the conduct of business.

## **Section 4. Personnel Changes**

The Commissioner of Human Resources will provide an Employee roster of CSEA membership to the Union on a periodic basis.

## **Section 5. Payroll**

The County will provide the Union with a copy of the last payroll in each calendar quarter as soon as it becomes available. The County will also provide the Union with a copy of the proposed budget and adopted budget from the first printing.

## **Section 6. Legislative Meetings**

The agenda and copies of all resolutions of the County Legislature will be forwarded to the Union office at the same time it is sent to members of the Legislature.

## **Section 7. Job Specifications**

Upon request, the Commissioner of Human Resources shall furnish to the Union president and the affected Employee a copy of his class specification and duties under the job title in which he is employed. Every new Employee shall automatically receive a copy of said specification and duties upon hiring. In the event that any class specification is subsequently changed, each Employee so affected will receive a copy of the change.

## **Section 8. Union Notices**

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the County, subject to the approval of the contents of such notices and communications by the County Executive.

**ARTICLE XIII**  
**Management Rights**

The County retains the right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations; the business and service operations to be conducted and rendered; the control and condition of the buildings, real estate, materials, vehicles, parts, tools, machinery and all equipment which may be used in the operation of its business or supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by Employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend and discharge Employees for cause; to hire, lay off, assign, promote and determine the qualifications of Employees; to determine the starting and quitting time and the number of hours to be worked.

The rights of the County listed above are not all-inclusive, but indicate the type of matters or rights, which belong to and are inherent in the County. Any and all rights, powers, and authority the County had prior to entering this Agreement are retained by the County except as specifically and lawfully abridged, or modified by this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on any County official, or in anyway reducing or abridging such authority, but this Agreement shall be construed as requiring said County officials to follow the procedures and policies herein described, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

**ARTICLE XIV**  
**Classification And Allocation Procedure**

**Section 1. Definitions**

- (a) (1) Classification as defined in the Civil Service Law means and includes the process by which a Class Title is assigned to a set of specified duties and responsibilities.
- (2) Reclassification is the process of changing the Class Title or Jurisdictional Class (assigned to a specific set of duties and responsibilities) to another Class Title in order to better describe the assigned duties and responsibilities.
- (3) Reclassification may result in a change to a different Class Title allocated to a lower job group, the same job group or a higher job group.
- (b) (1) Allocation is the process of assigning a new Class Title to a salary range.
- (2) Reallocation is the process of assigning an existing Class Title to another salary range in order to effect more equitable and appropriate payment for the assigned duties and responsibilities.
- (3) Reallocation may result in a change to a lower or higher salary range.

## **Section 2. General**

(a) All authorized positions covered by this Agreement shall be classified, in accordance with law, by the Commissioner of Human Resources using appropriate classification techniques as recommended by the New York State Department of Civil Service.

(b) All Class Titles covered by this Agreement shall be allocated to a job group in accordance with the County's system for position allocation, the application of which shall result in each Class Title being assigned to a specific job group (salary range), subject to Legislative approval, if required.

(c) The County reserves the right to reclassify or reallocate any title, subject to Legislative approval, if required, and notwithstanding any other provisions of this Agreement.

(d) No Employee shall be employed in or appointed to any title not appropriate to the duties to be performed as defined in the Class Specification for that title and interpreted by the Commissioner of Human Resources, except as provided by Section 61 of the Civil Service Law.

(e) The Commissioner of Human Resources shall discuss with the Union the criteria being used for classification, reclassification, allocation and reallocation decisions. The Commissioner shall receive and give serious consideration to any and all recommendations made by the Union with respect to such criteria.

## **Section 3. Reclassification and Reallocation**

(a) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request in writing that the Department of Human Resources study the duties of the Employee's position in order to determine its proper Class Title and/or allocation (salary range). The Department of Human Resources shall initiate such study within 30 days of the receipt of the request, except in the event that a department-wide or occupational series-wide Classification and Allocation Survey covering the Employee's position is planned within the next 12 months. The Department of Human Resources shall complete an individual position review within 60 working days after the Employee submits the official form describing the duties and responsibilities to his supervisor.

(b) Any Employee, after a reasonable attempt to discuss the matter with his Unit Head, may request a review of a specific duty to determine whether or not it is out of title work for the Class Title presently held by the Employee. Such request shall be submitted in writing to the Employee's Unit Head and the Commissioner of Human Resources. The Commissioner of Human Resources shall issue a determination within 15 working days of the receipt of such request.

(c) Any County officer or Unit Head may also request a review of a position or of a specific duty assigned to a position, or may request a department-wide or occupational series-wide Classification and Allocation Survey. The Commissioner of Human Resources reserves the right to initiate any survey he deems necessary notwithstanding any other provision of this Article. The Commissioner of Human Resources shall notify the Union of any surveys being initiated by him. The Department of Human Resources shall issue notice of proposed Reclassification or Reallocation to the Employees within 6 months after the date the Department of Human Resources initiated the survey. Upon completion of a survey, the Commissioner of Human Resources shall provide a copy of the survey to the Union within 10 days.

(d) No Employee whose salary is increased by such Reclassification or Reallocation shall have any claim against the County for the difference, if any, between the salary of the position

under the old title and that of the new position under the new title for any period prior to the date such change in scale becomes legally effective.

(e) Upon the finalization and adoption of a determination made pursuant to this Article, the matter will be closed for a minimum of 12 months or until there is a substantial change in the duties and responsibilities of the position as determined by the Commissioner of Human Resources.

#### **Section 4. Reclassification and Reallocation Appeals**

(a) All appeals shall be conducted by the Commissioner of Human Resources in accordance with the New York State Civil Service Law and the Dutchess County Rules for the Classified Civil Service. Any Employee may appeal a determination made by the Department of Human Resources. Employees making such appeal may be represented by the Union or by another person of their choosing. Employees and the Union are free to present any evidence in relation to an appeal to the Commissioner of Human Resources. The Commissioner shall notify Employees, at the time of Notice of Proposed Reclassification or Reallocation, of their right to appeal and of the proper procedure to make an appeal.

(b) An Employee who wishes to appeal a decision shall have 10 working days from the receipt of Notice of Proposed Reclassification or Reallocation to file a written request for such and the reasons therefor. The Commissioner of Human Resources shall then schedule the appeal within 20 working days. Upon hearing the appeal, the Commissioner of Human Resources shall issue his final determination within 10 working days and shall communicate such in writing to all affected parties. The final decision shall then be submitted to the Budget Director and the appropriate Legislative Committee for action at the next timely convened Legislative session.

#### **Section 5. Effective Dates**

(a) The effective date of all classifications and reclassifications shall be determined by the Commissioner of Human Resources in accordance with law.

(b) The effective date of all allocations and reallocations shall be determined by the Legislature, if required by law.

### **ARTICLE XV**

#### **Labor-Management Committee(s)**

##### **Section 1. Labor-Management Committee**

There shall be a labor-management committee consisting of 3 representatives of the County and 3 representatives of the Union who shall meet upon reasonable notice of either party to discuss and make reasonable effort to recommend resolution of matters of mutual interest.

##### **Section 2. Special Labor-Management Committee**

The parties agree to discuss and submit various issues to a Special Labor Management Committee. The parties further agree that any agreements arising out of the Labor Management

Committee shall be implemented pursuant to the terms of the agreements and shall be included in a successor agreement.

#### **ARTICLE XVI**

##### **Implementation**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

#### **ARTICLE XVII**

##### **Non-Discrimination**

The County and the Union shall carry out their obligations under this contract in a manner which will be fair and impartial to all Employees and shall not discriminate against any Employee by reason of age, sex, race, creed, color, national origin, disability, marital status or arrest records.

#### **ARTICLE XVIII**

##### **Savings Clause**

If any part hereof or any provisions herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized governmental agency, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect.

#### **ARTICLE XIX**

##### **Scope**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its appendices attached hereto, concludes all collective bargaining between the parties during the term thereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and undertakings, oral and written, express or implied, or

practices (except past practices as defined in Article X[13] of this Agreement), between the County and the Union or the Employees it represents, and expresses all obligations and restrictions imposed on each of the respective parties during its terms.

## **ARTICLE XX**

### **Duration**

Except as otherwise provided herein, this Agreement shall be effective January 1, 2014 through December 31, 2016.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

COUNTY OF DUTCHESS

By \_\_\_\_\_  
Marcus J. Molinaro, County Executive

CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC., LOCAL 1000 AFSCME/AFL-CIO,  
DUTCHESS COUNTY UNIT, DUTCHESS  
COUNTY LOCAL 814,

By \_\_\_\_\_  
Lizabeth Piraino, President

CIVIL SERVICE EMPLOYEES ASSOCIATION,  
INC., LOCAL 1000 AFSCME/AFL-CIO

By \_\_\_\_\_  
Douglas Morrison, Labor Relations Specialist

STATE OF NEW YORK       )  
  ) SS:  
COUNTY OF DUTCHESS    )

On this            day of            , 20\_\_\_\_, before me, the subscriber, personally appeared MARCUS J. MOLINARO, to me known, who being by me duly sworn, did depose and say: That he resides at Tivoli, New York; that he is the County Executive of the COUNTY OF DUTCHESS, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto pursuant to the authority of the Charter of the County of Dutchess.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK       )  
  ) SS:  
COUNTY OF DUTCHESS    )

On this            day of            , 20\_\_\_\_, before me, the subscriber, personally appeared **LIZABETH PIRAINO**, being by me duly sworn, did depose and say: That she resides at \_\_\_\_\_, New York; that she is the President of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/AFL-CIO, DUTCHESS COUNTY UNIT, DUTCHESS COUNTY LOCAL 814, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK       )  
  ) SS:  
COUNTY OF DUTCHESS    )

On this            day of            , 20\_\_\_\_, before me, the subscriber, personally appeared **DOUGLAS MORRISON**, being by me duly sworn, did depose and say: That he resides at \_\_\_\_\_, New York; that he is the Labor Relations Specialist of the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. LOCAL 1000, AFSCME/ AFL-CIO, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public



**APPENDIX A**  
**Titles Of Bargaining Unit Members**

**Titles Excluded  
from Overtime  
Compensation  
at Time & One  
Half**

**Titles Requiring  
Twenty Days Notice  
of Separation**

<b>Title</b>	<b>Grade Allocation</b>	<b>Work Week</b>		
Accountant	16	35		
Accounting Clerk	9	35		
Accounting Supervisor I	14	35		
Accounting Supervisor II	16	35		
Activities Coordinator	7	35		
Activities Therapy Aide	6	35		
Administrative Assistant	12	35		
Administrative Services Coordinator	14	35		
Aging Information Services Specialist	15	35		
Aging Services Aide	3	40		
Airport Maintenance Mechanic I	10	40		
Airport Maintenance Mechanic II	12	40		
Airport Maintenance Supervisor	15	40		
Alternatives To Incarceration (ATI) Worker	17	35		
Architectural Technician	13	35		
Assistant Civil Engineer I	17	35		
Assistant Civil Engineer II (Design)	19	35		
Assistant Coordinator for Children	17	35		
Assistant Coordinator Emergency Management	17	35		
Assistant Coordinator Emergency Medical Services	17	35		
Assistant Coordinator Fire Coordination	17	35		
Assistant Director of Public Health Nursing	19	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Assistant Director for Purchasing	14	35		
Assistant To The Commissioner For Program Planning and Evaluation	18	35		
Assistant Social Welfare Manager II	16	35		
Assistant Tree Climber	11	40		
Associate Public Health Sanitarian	19	35	Excluded	
Athletic Facilities and Equipment Attendant	4	40		
Athletic Facilities and Equipment Attendant/Intramural Director	4	40		
Auditor	16	35		
Automotive and Equipment Mechanic	13	40		
Automotive Mechanic	13	40		
Automotive Mechanic Helper	9	40		
Automotive Parts Specialist	13	40		
Automotive Service Center Supervisor	15	40		
Billing Manager	14	35		
Biostatistician	16	35		
Bridge Maintainer	10	40		
Bridge Maintenance Supervisor	14	40		
Building Maintenance Mechanic I	8	40		
Building Maintenance Mechanic II	11	40		
Building Maintenance Mechanic III	13	40		
Building Maintenance Mechanic I (H & V)	10	40		
Building Maintenance Mechanic II (H & V)	12	40		
Building Maintenance Mechanic III (H & V)	13	40		
Building Maintenance Supervisor	16	40		
Bus Driver	7	40		
Business Manager	14	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Buyer	12	35		
Campus Guard	7	40		
Carpenter	13	40		
Case Manager I	12	35		
Case Manager I (Spanish Speaking)	12	35		
Case Manager II	14	35		
Case Manager Aide	7	35		
Case Manager Aide (Spanish Speaking)	7	35		
Case Supervisor	16	35		
Case Supervisor II	17	35		
Chemical Dependency Counselor	14	35		Required
Chemical Dependency Counselor Assistant	13	35		
Chemistry Teaching Lab Assistant	12	35		
Chief Engineer	18	40		
Chief Medical Investigator-Forensic	17	35		
Cleaner	3	40		
Cleaning Supervisor	14	40		
Clerk	4	35		
Clerk (Spanish Speaking)	4	35		
Clinical Unit Administrator	21	35	Excluded	
Communications Clerk	8	40		
Communications Systems Specialist	17	35		
Community Development Administrator	18	35		
Community Investment Program Specialist	15	35		
Community Health Nurse	14	35		
Community Mental Health Aide	12	35		
Community Mental Health Aide (Spanish Speaking)	12	35		
Community Mental Health Counselor	15	35	Excluded	Required
Community Mental Health Nurse	14	35		
Community Services Worker	9	35		
Computer Operator	12	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Construction Equipment Mechanic I	13	40		
Construction Equipment Mechanic II	14	40		
Construction Equipment Mechanic Aide	9	40		
Construction Equipment Operator I	11	40		
Construction Equipment Operator I-Mechanic	11	40		
Construction Equipment Operator II	12	40		
Construction Equipment Operator II-Instructor	13	40		
Construction Equipment Operator II-Mechanic	12	40		
Construction Equipment Welder I	12	40		
Construction Equipment Welder II	14	40		
Consumer Services Inspector I	12	35		
Consumer Services Inspector I Trainee	11	35		
Consumer Services Inspector II	13	35		
Contract Specialist	13	35		
Coordinator of Special Needs Services	19	35	Excluded	
Courier	6	35		
Criminal Justice Intake Specialist	11	35		
Delivery Driver	9	40		
Development and Design Coordinator	19	35	Excluded	
Director of Communicable Disease Control	19	35	Excluded	
Director of Services	18	35	Excluded	
Director of Weights and Measures B	15	35		
Director of Youth Services	17	35		
Dispatch Center Operations Director	17	40		
Domestic Violence Outreach Worker	12	35		
Electrician I	13	40		
Electrician II	15	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Electronic Equipment Repair Specialist	17	40		
Engineering Aide	10	35		
Epidemiologist	17	35		
Equipment Mechanic Supervisor I	14	40		
Equipment Mechanic Supervisor II	15	40		
Fire Instructor	13	35		
G.I.S. Project Coordinator	16	35		
G.I.S. Technician	12	35		
Garage Superintendent	16	40		
Grand Jury Reporter	16	35		
Grants Program Coordinator	15	35		
Graphic Designer	16	35	Excluded	
Graphics Specialist	12	35		
Groundskeeper I	6	40		
Groundskeeper II	10	40		
Head Cleaner	6	40		
Heating and Ventilating Supervisor	16	40		
Heating and Ventilating Technician	14	40		
Home Energy Assistance Program Examiner	11	35		
Housekeeping Supervisor	16	40		
Instructional Media Control Operator	10	40		
Instructional Media Services Assistant	15	40		
Instructional Media Technician	13	40		
Investigator (District Attorney)	16	35		
Investigator (Public Defender)	16	35		
Janitor	6	40		
Junior Accountant	12	35		
Junior Auditor	13	35		
Junior Civil Engineer	15	35		
Junior Planner	13	35		
Junior Systems Programmer	17	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Labor Supervisor	13	40		
Laborer	8	40		
Law Enforcement Coordinator (Child Advocacy Center)	17	35		
Legal Secretary	11	35		
Library Clerk (DCC)	6	35		
Lifeguard	6	35		
Line Service Attendant	9	40		
Line Service Supervisor	13	40		
Locksmith	12	40		
Maintenance Superintendent	16	40		
Mechanical Engineer	19	35		
Medical Reserve Corps. Coordinator	14	35		
Micro Computer/Network Support Specialist	17	35		
Microcomputer Services Supervisor	19	35		
Micro Computer System Administrator	19	35	Excluded	
Micro Computer/Word Processing Support Assistant	14	35		
Motor Equipment Operator	10	40		
Motor Vehicle Clerk	9	35		
Mortuary Technician	11	35		
Nurse Practitioner	21	35	Excluded	Required
Nursing Supervisor	17	35	Excluded	
Nutrition Services Coordinator	15	35		
Office Assistant	6	35		
Office Assistant (Spanish Speaking)	6	35		
Office Services Manager	13	35		
Offset Printer	10	35		
Offset Printing Machine Operator	7	35		
Outreach Coordinator	12	35		
Painter I	11	40		
Painter II	12	40		
Park Attendant	6	40		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Park Maintenance Mechanic	11	40		
Park Manager	14	40		
Park Naturalist	11	40		
Parking Lot Attendant	4	40		
Payroll Clerk	11	35		
Planner	15	35	Excluded	
Plumber	13	40		
Principal Accounting Clerk	12	35		
Principal Library Clerk (DCC)	12	35		
Principal Motor Vehicle Clerk	11	35		
Principal Program Assistant	12	35		
Principal Registry Clerk	11	35		
Probation Intake Worker	11	35		
Probation Officer I	15	35		
Probation Officer I (Spanish Speaking)	15	35		
Probation Officer I Trainee	14	35		
Probation Officer I Trainee (Spanish Speaking)	14	35		
Probation Officer II	16	35		
Probation Unit Administrator	18	35	Excluded	
Program Assistant	8	35		
Program Assistant (Spanish Speaking)	8	35		
Programmer/Analyst	17	35	Excluded	
Programmer/Analyst (GIS)	17	35	Excluded	
Programmer/Analyst (MH)	17	35	Excluded	
Program/Analyst Trainee	15	35		
Programming and Operations Supervisor (MH)	19	35	Excluded	
Psychiatrist I	27	35	Excluded	Required
Psychiatrist II	28	35	Excluded	Required
Psychologist I	19	35	Excluded	Required
Psychologist II	20	35	Excluded	Required
Psychologist III	21	35	Excluded	Required
Public Health Advisor	15	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Public Health Education Coordinator	15	35		
Public Health Engineer	17	35	Excluded	
Public Health Engineering Technician	13	35		
Public Health Nurse	15	35		
Public Health Nutrition Coordinator	15	35		
Public Health Sanitarian	14	35		
Public Safety Dispatcher I	13	40		
Public Safety Dispatcher II	14	40		
Public Safety Dispatcher Trainee	12	40		
Purchasing Agent	16	35		
Real Property Information System Specialist	16	35		
Real Property Information System Technician	14	35		
Real Property Information System Technician Trainee	12	35		
Receiving Registry Clerk	9	35		
Receptionist	6	35		
Receptionist (Spanish Speaking)	6	35		
Recreational Therapy Assistant	11	35		
Registered Professional Nurse	13	35		
Registry Clerk	8	35		
Rehabilitation Specialist	14	35		
Reproduction Specialist	10	35		
Reproduction Supervisor	13	35		
Research Assistant	15	35		
Research Assistant (DCC)	15	35		
Resource Consultant	13	35		
Road Maintainer	9	40		
Road Maintenance Supervisor	14	40		
Safety Coordinator	15	35	Excluded	
Safety Specialist	13	35		
Secretary	10	35		
Security Guard	4	40		
Senior Accountant	17	35		



Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Senior Auditor	17	35		
Senior Automotive Mechanic	14	40		
Senior Carpenter	14	40		
Senior Campus Guard	10	40		
Senior Communications Clerk	9	40		
Senior Engineering Aide	12	35		
Senior GIS Project Coordinator	17	35		
Senior Head Cleaner	10	40		
Senior Library Clerk (DCC)	9	35		
Senior Office Assistant	8	35		
Senior Park Maintenance Mechanic	12	40		
Senior Planner	17	35	Excluded	
Senior Plumber	14	40		
Senior Program Assistant	10	35		
Senior Public Health Advisor	16	35	Excluded	
Senior Public Health Education Coordinator	16	35		
Senior Public Health Engineer	19	35	Excluded	
Senior Public Health Sanitarian	17	35	Excluded	
Senior Public Safety Dispatcher	15	40		
Senior Tax Map Technician	13	35		
Senior Youth Worker	14	35		
Sign Maker	10	40		
Site Manager	9	40		
Social Welfare Manager I	15	35		
Social Welfare Manager II	17	35		
Social Welfare Specialist	13	35		
Social Welfare Worker I	10	35		
Social Welfare Worker II	11	35		
Social Worker I	15	35	Excluded	Required
Social Worker II	16	35	Excluded	Required
Social Worker III	17	35	Excluded	Required
Software Specialist (CCBET)	18	35	Excluded	

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Software Specialist (CCBET) Trainee	17	35		
Solid Waste Compliance Inspector	14	35		
Senior Network Administrator	20	35		
Stock Clerk Helper	9	40		
Stockroom Assistant	11	40		
Stockroom Supervisor	14	40		
Stop DWI/Traffic Safety Administrator	15	35		
Supervising Head Cleaner	12	40		
Supervising Motor Vehicle Clerk	13	35		
Supervising Office Assistant	10	35		
Supervising Public Health Engineer	20	35	Excluded	
Supervising Public Health Nurse	17	35	Excluded	
Supervising Registry Clerk	13	35		
Supervising Social Worker	18	35	Excluded	Required
Supervisor of Athletic Facilities	11	40		
Supervisor of Computer Operations	16	35		
Supervisor of Grounds and Equipment	16	40		
Supervisor of Special Investigations	16	35		
Support Services Assistant	12	35		
Systems Analyst	19	35	Excluded	
Systems Analyst (GIS)	19	35	Excluded	
Systems Network Administrator	19	35	Excluded	
Systems Specialist (CCBET)	18	35	Excluded	
Tax Collection Supervisor	14	35		
Tax Map Technician	12	35		
Tax Map Technician Trainee	11	35		
Teaching Laboratory Assistant	10	40		
Teaching Laboratory Supervisor	11	40		
Telecommunications Systems Manager	16	35		

Title	Grade Allocation	Work Week	Titles Excluded from Overtime Compensation at Time & One-half	Titles Requiring 20 Days Notice of Separation
Telecommunications Technician	12	35		
Tire Mechanic	11	40		
Title Searcher	12	35		
Title Searcher Trainee	11	35		
Traffic Engineer	18	35	Excluded	
Transportation Program Administrator	19	35	Excluded	
Tree Climber	12	40		
Tree Maintenance Supervisor	14	40		
Tree Trimmer	10	40		
User Services Administrator	14	35		
User Services Liaison	12	35		
Veterans Counselor	12	35		
Warehouse Supervisor	12	40		
Waterfront Director	10	40		
Web Designer/Analyst	17	35		
Welfare Management System Program Assistant	14	35		
Youth Worker	12	35		

Employees appointed to the designated titles in the departments set forth below shall be excluded from the bargaining unit:

Board of Elections	All Titles
Sheriff's Dept & Jail	All Titles
Community & Family Services	Director of Services (1)
County Attorney	Legal Secretary (4)
County Executive	All Titles
Mental Hygiene	Secretary (1)
	Support Services Assistant (3)
Public Works	Office Manager (1)
	Secretary (1)
Dutchess Community College	Personnel Assistant (1)
	Administrative Assistant (3)

**APPENDIX B**  
**2013 Salary Schedule**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>1</b>	24,660	25,276	25,911	26,558	27,220	27,901	28,599	29,314
<b>2</b>	25,675	26,316	26,974	27,648	28,339	29,047	29,773	30,517
<b>3</b>	26,691	27,357	28,041	28,742	29,461	30,197	30,951	31,726
<b>4</b>	27,695	28,387	29,097	29,825	30,570	31,336	32,117	32,922
<b>5</b>	28,737	29,455	30,192	30,945	31,721	32,513	33,324	34,157
<b>6</b>	29,737	30,481	31,244	32,024	32,825	33,645	34,487	35,347
<b>7</b>	30,950	31,724	32,519	33,332	34,162	35,019	35,893	36,791
<b>8</b>	32,374	33,181	34,011	34,863	35,733	36,627	37,544	38,480
<b>9</b>	33,989	34,839	35,711	36,604	37,517	38,456	39,419	40,402
<b>10</b>	35,803	36,699	37,615	38,557	39,521	40,509	41,523	42,559
<b>11</b>	38,016	38,967	39,941	40,940	41,961	43,012	44,087	45,188
<b>12</b>	40,834	41,856	42,904	43,974	45,074	46,202	47,355	48,538
<b>13</b>	44,899	46,022	47,172	48,352	49,562	50,802	52,070	53,369
<b>14</b>	49,164	50,393	51,653	52,942	54,266	55,623	57,014	58,437
<b>15</b>	53,426	54,762	56,130	57,533	58,975	60,446	61,958	63,505
<b>16</b>	57,686	59,127	60,606	62,120	63,674	65,264	66,895	68,567
<b>17</b>	61,932	63,481	65,068	66,694	68,363	70,071	71,823	73,617
<b>18</b>	66,186	67,840	69,536	71,274	73,056	74,884	76,755	78,672
<b>19</b>	70,429	72,192	73,996	75,846	77,743	79,684	81,676	83,717
<b>20</b>	74,682	76,549	78,464	80,426	82,437	84,499	86,607	88,772
<b>21</b>	78,953	80,927	82,951	85,024	87,148	89,330	91,563	93,850
<b>27</b>	146,102	146,986	147,870	148,754	149,639	150,522	151,407	152,290
<b>28</b>	152,293	153,176	154,061	154,945	155,829	156,713	157,598	158,481

**APPENDIX C.1**  
**2014, 2015, 2016 Salary Schedules**

**2014 Salary Schedule, Plus 2.00% Effective July 1**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	25,153	25,782	26,429	27,089	27,764	28,459	29,171	29,900
2	26,189	26,842	27,513	28,201	28,906	29,628	30,368	31,127
3	27,225	27,904	28,602	29,317	30,050	30,801	31,570	32,361
4	28,249	28,955	29,679	30,422	31,181	31,963	32,759	33,580
5	29,312	30,044	30,796	31,564	32,355	33,163	33,990	34,840
6	30,332	31,091	31,869	32,664	33,482	34,318	35,177	36,054
7	31,569	32,358	33,169	33,999	34,845	35,719	36,611	37,527
8	33,021	33,845	34,691	35,560	36,448	37,360	38,295	39,250
9	34,669	35,536	36,425	37,336	38,267	39,225	40,207	41,210
10	36,519	37,433	38,367	39,328	40,311	41,319	42,353	43,410
11	38,776	39,746	40,740	41,759	42,800	43,872	44,969	46,092
12	41,651	42,693	43,762	44,853	45,975	47,126	48,302	49,509
13	45,797	46,942	48,115	49,319	50,553	51,818	53,111	54,436
14	50,147	51,401	52,686	54,001	55,351	56,735	58,154	59,606
15	54,495	55,857	57,253	58,684	60,155	61,655	63,197	64,775
16	58,840	60,310	61,818	63,362	64,947	66,569	68,233	69,938
17	63,171	64,751	66,369	68,028	69,730	71,472	73,259	75,089
18	67,510	69,197	70,927	72,699	74,517	76,382	78,290	80,245
19	71,838	73,636	75,476	77,363	79,298	81,278	83,310	85,391
20	76,176	78,080	80,033	82,035	84,086	86,189	88,339	90,547
21	80,532	82,546	84,610	86,724	88,891	91,117	93,394	95,727
27	149,024	149,926	150,827	151,729	152,632	153,532	154,435	155,336
28	155,339	156,240	157,142	158,044	158,946	159,847	160,750	161,651

**2015 Salary Schedule, Plus 2.00%**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
1	25,656	26,298	26,958	27,631	28,319	29,028	29,754	30,498
2	26,713	27,379	28,063	28,765	29,484	30,221	30,975	31,750
3	27,770	28,462	29,174	29,903	30,651	31,417	32,201	33,008
4	28,814	29,534	30,273	31,030	31,805	32,602	33,414	34,252
5	29,898	30,645	31,412	32,195	33,002	33,826	34,670	35,537
6	30,939	31,713	32,506	33,317	34,152	35,004	35,881	36,775
7	32,200	33,005	33,832	34,679	35,542	36,433	37,343	38,278
8	33,681	34,522	35,385	36,271	37,177	38,107	39,061	40,035
9	35,362	36,247	37,154	38,083	39,032	40,010	41,011	42,034
10	37,249	38,182	39,134	40,115	41,117	42,145	43,200	44,278
11	39,552	40,541	41,555	42,594	43,656	44,749	45,868	47,014
12	42,484	43,547	44,637	45,750	46,895	48,069	49,268	50,499
13	46,713	47,881	49,077	50,305	51,564	52,854	54,173	55,525
14	51,150	52,429	53,740	55,081	56,458	57,870	59,317	60,798
15	55,585	56,974	58,398	59,858	61,358	62,888	64,461	66,071
16	60,017	61,516	63,054	64,629	66,246	67,900	69,598	71,337
17	64,434	66,046	67,696	69,389	71,125	72,901	74,724	76,591
18	68,860	70,581	72,346	74,153	76,007	77,910	79,856	81,850
19	73,275	75,109	76,986	78,910	80,884	82,904	84,976	87,099
20	77,700	79,642	81,634	83,676	85,768	87,913	90,106	92,358
21	82,143	84,197	86,302	88,458	90,669	92,939	95,262	97,642
27	152,004	152,925	153,844	154,764	155,685	156,603	157,524	158,443
28	158,446	159,365	160,285	161,205	162,125	163,044	163,965	164,884

**2016 Salary Schedule, Plus 2.50%  
and Step 9**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>1</b>	26,297	26,955	27,632	28,322	29,027	29,754	30,498	31,260	32,042
<b>2</b>	27,381	28,063	28,765	29,484	30,221	30,977	31,749	32,544	33,358
<b>3</b>	28,464	29,174	29,903	30,651	31,417	32,202	33,006	33,833	34,679
<b>4</b>	29,534	30,272	31,030	31,806	32,600	33,417	34,249	35,108	35,986
<b>5</b>	30,645	31,411	32,197	33,000	33,827	34,672	35,537	36,425	37,336
<b>6</b>	31,712	32,506	33,319	34,150	35,006	35,879	36,778	37,694	38,636
<b>7</b>	33,005	33,830	34,678	35,546	36,431	37,344	38,277	39,235	40,216
<b>8</b>	34,523	35,385	36,270	37,178	38,106	39,060	40,038	41,036	42,062
<b>9</b>	36,246	37,153	38,083	39,035	40,008	41,010	42,036	43,085	44,162
<b>10</b>	38,180	39,137	40,112	41,118	42,145	43,199	44,280	45,385	46,520
<b>11</b>	40,541	41,555	42,594	43,659	44,747	45,868	47,015	48,189	49,394
<b>12</b>	43,546	44,636	45,753	46,894	48,067	49,271	50,500	51,761	53,055
<b>13</b>	47,881	49,078	50,304	51,563	52,853	54,175	55,527	56,913	58,336
<b>14</b>	52,429	53,740	55,084	56,458	57,869	59,317	60,800	62,318	63,876
<b>15</b>	56,975	58,398	59,858	61,354	62,892	64,460	66,073	67,723	69,416
<b>16</b>	61,517	63,054	64,630	66,245	67,902	69,598	71,338	73,120	74,948
<b>17</b>	66,045	67,697	69,388	71,124	72,903	74,724	76,592	78,506	80,469
<b>18</b>	70,582	72,346	74,155	76,007	77,907	79,858	81,852	83,896	85,993
<b>19</b>	75,107	76,987	78,911	80,883	82,906	84,977	87,100	89,276	91,508
<b>20</b>	79,643	81,633	83,675	85,768	87,912	90,111	92,359	94,667	97,034
<b>21</b>	84,197	86,302	88,460	90,669	92,936	95,262	97,644	100,083	102,585
<b>27</b>	155,804	156,748	157,690	158,633	159,577	160,518	161,462	162,404	166,464
<b>28</b>	162,407	163,349	164,292	165,235	166,178	167,120	168,064	169,006	173,231

**APPENDIX C.2**

**Longevity Schedule – CSEA**  
(January 1, 2014-December 31, 2016-Agreement)

<u>SALARY GRADE</u>	<u>AMOUNT:</u>
1	\$723
2	\$755
3	\$784
4	\$815
5	\$845
6	\$875
7	\$910
8	\$952
9	\$1,000
10	\$1,053
11	\$1,118
12	\$1,201
13	\$1,320
14	\$1,446
15	\$1,571
16	\$1,696
17	\$1,821
18	\$1,946
19	\$2,071
20	\$2,196
21	\$2,322
27	\$3,754
28	\$3,906
93	\$960
94	\$1,035
95	\$1,137
96	\$1,503
97	\$1,789
98	\$1,083
99	\$1,366



**APPENDIX C.3**  
**Beeper Compensation Schedule**

<u>GRADE</u>	<u>IF CARRY BEEPER EVERY 3 WEEKS OR LESS</u>	<u>IF CARRY BEEPER EVER WEEK OR EVERY OTHER WEEK</u>
1	55	110
2	57	114
3	59	118
4	62	124
5	64	128
6	66	132
7	69	138
8	72	144
9	76	152
10	80	160
11	85	170
12	92	184
13	101	202
14	111	222
15	121	242
16	131	262
17	141	282
18	150	300
19	160	320
20	170	340
21	180	360
27	300	600
28	300	600

## **APPENDIX D**

### **Rules For The Administration Of The Salary Plan**

1. NEW APPOINTEES: A new appointee appointed to a position in a class shall be paid the minimum rate paid for the class unless the Commissioner of Human Resources, after consultation with the department head, shall certify to the County Legislature that it is impracticable to recruit at that particular time for the position at the then minimum salary. The County Legislature may then authorize recruitment at a higher step of the salary scale for such position.

2. TEMPORARY OR PROVISIONAL APPOINTEES: An employee who has been continuously employed under temporary or provisional appointment shall, upon appointment on a permanent basis to a position with the same class title, be credited with the length of time as a provisional or temporary employee in determining the salary of his position.

3. PROMOTIONS AND VOLUNTARY DEMOTIONS: When an Employee is promoted to a position in a higher grade, he shall be placed on that step of the new grade which is closest to the sum of his former rate plus two average increment steps in the new grade. When an Employee elects a voluntary demotion to a position in a lower grade, he shall be placed on the same increment step in the new grade as he was on in the former grade.

4. REASSIGNMENTS: There shall be no immediate change in the salary rate of an employee reassigned to a new position unless his salary is below the approved minimum of the new position. If any employee is reassigned to a position having a higher salary range than the class from which he was reassigned, such change shall be deemed to be a promotion and the legal provisions governing promotions will apply.

5. REALLOCATION: When an employee's position is reallocated or reclassified downward, the employee shall continue at the same grade and step, receiving increments and longevities as though no reallocation took place. New employees hired to this position shall be hired at the new and lower grade.

When an employee's position is reallocated or reclassified (unless upward reclassification is deemed a promotion for Civil Service purposes, in which case the promotion rule is applicable), the employee shall be placed on that step of the new grade which is nearest to but higher than his/her present salary and shall be, entitled to such annual increments and longevities which may be due.

Rule 5 shall not apply to Psychiatrists on staff on the date of ratification of this Agreement.

6. REINSTATEMENTS: When an employee returns to county service through a reinstatement to a position formally held on a permanent basis, he shall be placed on the step last held in that title. If the former employee is deemed eligible for reinstatement but is placed in an encumbered position (i.e., a temporary appointment) he shall be placed at step 1 of the salary grade until he is formally reinstated to the title.

When an employee is appointed to a higher level position which fails to mature into a permanent appointment, he shall be placed at the step he would have been at should he have remained in that position and been awarded increments in accordance with his increment date upon return. Any longevity awarded at the higher grade will remain at that higher grade.

7. PART-TIME OR HOURLY EMPLOYMENT: All rates prescribed in the scales of pay are the standard rates of pay authorized for full-time employment. When employment is on a part-time or hourly basis, only the proportionate part of the rate for the time actually employed shall be paid.

8. TEMPORARY ASSIGNMENT IN HIGHER GRADE POSITION: An employee assigned on a temporary or limited basis to a higher grade position shall receive the minimum of the higher grade position during such assignment unless his present rate of pay exceeds such minimum. Under such circumstances, the employee will be compensated in accordance with the procedure for promotion (Rule 3 above). This rule shall not be applicable in those instances where a temporary assignment is made as a result of either (1) one vacation period per calendar year (not to exceed three weeks) taken by another employee in a higher level position; or (2) the absence of any employee for a period of one workday or less.

9. TRAINEES: Traineeships may be established by the Commissioner of Human Resources based on recruitment issues. When a 1 year traineeship is established the employee shall be paid at 1 grade below the full performance grade. When a 2 year traineeship is established the employee shall be paid at 2 grades below the full performance grade. Upon successful completion of the traineeship the employee shall be moved to the full performance grade in accordance with the reallocation process. Increments and longevities may be earned while serving a traineeship.

10. STEP PLACEMENT FOR NURSE PRACTITIONER, PSYCHIATRIST I, AND PSYCHIATRIST II: The Commissioner of Mental Hygiene may authorize the appointment of a Nurse Practitioner, Psychiatrist I, or Psychiatrist II, to the grade and step in grade, which reflects the appointees' education, experience (post residency for Psychiatrists), and certification(s).

11. IMPLEMENTATION OF STEP 9: All full-time employees on Step 8 as of December 31, 2014 shall move to Step 9 on January 1, 2016. Hourly and part-time employees on Step 8 as of December 31, 2014 will be reviewed in accordance with contract provisions to determine eligibility for movement to Step 9 on January 1, 2016. All other employees will continue to progress through the salary schedule in accordance with existing contract provisions.

## **APPENDIX E**

### **Health Insurance Eligibility and Effective Date of Coverage**

If you apply for coverage within one (1) month from the date your employment begins, your effective date will be the first day of the second month from the date of your application.

For example: If you are hired on January 2<sup>nd</sup> and apply on January 31<sup>st</sup>, your effective date will be March 1<sup>st</sup>. However, if you apply on February 2<sup>nd</sup>, your effective date will be April 1<sup>st</sup>.

If an employee is hired on the first day of the month and applies on the same date, the effective date will be the first day of the following month.

For example: If you are hired on February 1<sup>st</sup> and apply February 1<sup>st</sup>, your effective date will be March 1<sup>st</sup>.

PLEASE NOTE: If you apply for coverage more than one (1) month after your employment begins, coverage will be effective the first day of the third month after your date of application.

For example: If you are hired on January 1<sup>st</sup> and apply on February 2<sup>nd</sup>, your coverage would be effective May 1<sup>st</sup>.

**APPENDIX F**  
**Disability Benefits**

**Weekly Disability Income:**

50% of average weekly wage, maximum of \$170.00 per week; minimum of \$20.00 per week

**Duration of Benefits:**

26 weeks of disability per 52 weeks.

**Waiting Period:**

7 days.

## APPENDIX G

### **Alcohol and Drug Abuse Policies and Procedures**

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

#### Alcohol and Drug Abuse

##### Policy Statement

In order to ensure a safe working environment for all employees and provide the most effective delivery of services to residents of Dutchess County, it is the policy of Dutchess County that no employee may manufacture, distribute, dispense, use, sell, purchase, possess or be under the influence of alcohol or other illegal/controlled chemical substance, except prescription medication, during scheduled business hours or while on or using County owned property. The County recognizes that alcohol and chemical substance abuse are progressive, potentially fatal diseases, which may affect employee's lives and relationships with families and/or co-workers, quality of life and job performance. The County encourages and Supports employees who seek: voluntary treatment. Employees must abide by the terms of this policy statement as a condition of employment and failure to do so may result in disciplinary proceedings. However, nothing herein is intended to diminish the rights of an employee under the collective bargaining agreement or the law.

##### Guidelines

1. Using, selling, manufacturing, distributing, dispensing, being under the influence of or impaired by or possessing alcohol (unless in a sealed container) or any illegal/controlled chemical substance on County premises is prohibited.
2. When there is probable cause to believe that an employee has violated this policy, the infraction shall be reported to the department head or his designee or where that is not appropriate, to the Commissioner of Human Resources (hereafter, any of these individuals will be referred to as the investigating official), who will be responsible for investigating the incident in an appropriate manner.
3. If the employee appears to be under the influence of an illegal/controlled chemical substance or alcohol, form SUB-AB-01, "attached hereto as Exhibit A," shall be completed by the investigating official. The employee will be told he may voluntarily admit he is under the influence of alcohol or other chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01.
4. Employees who are on-call and are expected to respond to emergency situations, or who have responsibility for snow removal and have been notified of an impending storm prior to leaving work, are expected to comply with this policy statement for the entire duration of time they are on-call.

5. This policy is not intended to prohibit consumption of alcohol at County facilities (e.g. Parks) during an employee's off duty hours. Where permits are required, they will be obtained through the normal procedures required by the facility.

6. Any employee covered under a grant program as described in 41 USC Section 702 (the Drug Free Workplace Act) or 55 Federal Register 21677 et. seq. must notify his Department head in writing of any conviction for violation of a criminal drug statute in the work place within five calendar days of the conviction.

#### Procedures

1. A violation of the policy is observed and is reported to the department head, his designee or the Commissioner of Human Resources, as appropriate.

2. The investigating official determines if there is reasonable cause to believe a violation of policy has occurred because of overt behavioral manifestations. These may include: slurred speech, unstable gait, alcoholic breath, redness of the eyes, flushed face, unfocused gaze, inability to comprehend normal conversation, poor coordination or other atypical or abnormal behavior or the employee was observed using alcohol or using an illegal chemical substance on or in County owned property.

3. Thereafter, the investigating official fills out an Alcohol/Substance Abuse Incident Report and contacts the Department of Human Resources to make arrangements to send the employee to a health care professional for immediate evaluation. If the employee is a member of the bargaining unit, the employee shall be advised of his right to contact the Union for representation.

4. The investigating official should discuss the problem with the employee. The employee should be offered the opportunity to admit he is or was under the influence of alcohol or an illegal controlled chemical substance. The circumstances, as described by the employee, will be added to form SUB-AB-01. The investigating official shall order the employee to go to the health care professional for evaluation if directed by the Department of Human Resources.

5. If the employee voluntarily admits he has violated this policy, the employee shall be scheduled for counseling with his supervisor at a later date and given a copy of the memo pertaining to the scheduled counseling session.

6. If there is reasonable suspicion of the possession or sale of an illegal/controlled chemical substance, the investigating officer, shall fill out form SUB-AB-01 and shall report the incident to the Department of Human Resources which will take such action as necessary which may, as appropriate, include a referral to law enforcement officials.

7. If the conclusion of the health care professional is positive, e.g., indicates that the employee was under the influence of alcohol or an illegal chemical substance, the employee is relieved from duty for the remainder of his scheduled work shift and may charge it against vacation, compensatory time or in-lieu holiday accruals.

8. If the results of the evaluation session by the health care professional are positive, the employee will be referred to the Employee Assistance Program for initial treatment, recommendations or may choose treatment through his health care provider. Employees' must follow initial treatment recommendations and must submit proof of attendance, participation, progress and prognosis to the Department of Human Resources. In addition, the employee must comply with the alcohol and drug abuse policy for the duration of his employment with Dutchess County. The employee may utilize any appropriate benefit time during and for his treatment. This may include accumulated sick time for those treatment incidents which cannot reasonably be scheduled other than during the employee's actual scheduled work hours. Treatment costs will be borne either, by the employee or through his health insurance plan.

9. The department will make all reasonable efforts to accommodate the treatment program, e.g. through a flexible work schedule.

10. When an employee provides written notice to the department head of a conviction of a criminal drug statute, the department head will notify the Department of Human Resources immediately. The employee will be referred to the Employee Assistance Program as in number 8 above.

7. If the employee is covered under a grant program as described in 41 USC Section 702 or 55 Federal Register 21677, the Department of Human Resources will notify the appropriate federal agency of the conviction including the position title of the employee and the grant identification number.

12. The requirement to go to a health care professional (#3 and #4 above), to be relieved from duty (#7 above) or to follow treatment recommendations (#8 above) will be mandatory on any employee. The employee shall have no standing to file a contract grievance regarding such a mandate. A contract grievance arbitrator will not have any jurisdiction over such a case nor have authority to render a decision.

13. An employee allegation of an improper application of this policy shall be submitted in writing to the Commissioner of Human Resources, within 10 days thereof, for review. Upon the employee's request, the Commissioner shall meet and confer with the employee's Union representative with respect to the issues raised by such allegation. The Commissioner shall review and decide, upon the merits of the employee's allegation. He shall mail his decision to the employee within ten working days of the Submission. Although the Commissioner need not conduct a formal fact-finding hearing, he may do so to seek such additional information as appropriate to reach a decision. County officials shall make such administrative changes as necessary to accommodate the Commissioner's decision.



**EXHIBIT A**  
**ALCOHOL/SUBSTANCE ABUSE INCIDENT REPORT**

Employee Name:  
Department:  
Witnesses:

Date:  
Time:  
Place:

Part I (To be completed by investigating official):

The following overt behavior was exhibited by this employee: (Please circle) bloodshot eyes, slurred speech, alcohol on breath, poor coordination, accident, physical altercation, verbal altercation, unusual behavior, possession of substance. Other (describe):

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Investigating Official Signature

-----  
Part II (To be completed and signed by employee)

Employee Statement:

\_\_\_\_\_  
Employee's Signature

-----  
Part III (To be completed and signed by investigating official):

Action Taken:

Notified Department of Human Resources:  
(Time/Date)

Notified Union:  
(Time/Date)

Referred for Evaluation:  
(Time/Date)

SUB-AB-01  
DATE: 02/20/92

## APPENDIX H

### Stipulations

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

A. Parking Deduction - CSEA has asked the County to take a payroll deduction from requesting employees so that CSEA may contract to secure bulk parking spaces from the City of Poughkeepsie at a discount for certain unit employees. In addition to its obligation to make certain payroll deductions set forth in Section 2 "Membership Dues" of Article II of the contract, the County agrees to make an additional payroll deduction as set forth below:

1. The County will make bi-weekly (14 day) payroll deductions in the amount designated by the employee on the parking payroll deduction authorization request form.
2. Requests for deductions must be submitted on the appropriate authorization form at least three weeks prior to the payroll for which the deduction is to be made.
4. Any request to modify the parking payroll deduction or to begin or stop a deduction shall be on at least three weeks' notice to the County on the appropriate authorization form. No more than two changes can be made in any calendar year.
5. The County shall send deductions for employee parking on the Monday following each pay day to Allright Poughkeepsie, P.O. Box 300, Poughkeepsie, New York 12602 or as the City otherwise advises upon reasonable notice. The check shall be accompanied by the following information: a list of each employee for whom a deduction has been made and the amount of that deduction.
6. The County will not make any modifications or adjustments to deductions to correct for over or under payments to the City for parking. All such adjustments shall be made between the City and CSEA or the employee by separate arrangements as those parties may so decide.
7. The County's sole responsibility shall be to make the deductions as provided on the parking payroll deduction authorization and to forward that on the Monday following each payroll with the information referenced in paragraph 5 hereof to Allright Poughkeepsie or as the City otherwise advises upon reasonable notice.

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

The County and the Union agree to modify the contract provisions of Appendix E, Section 9 Trainees as follows for employees who are promoted to trainee positions:

- 1) Increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective the first full pay period following the employee's adjusted anniversary date. Effective January 1, 1994 increment and longevity awards may be made to qualifying employees pursuant to the annual performance appraisal, effective on the employee's adjusted increment and/or longevity date.
- 2) Longevity awards will be paid at the job group rate for the employee's current position.
- 3) Increment awards will be paid at the job group rate for the employee's current position.
- 4) Upon completion of the traineeship, the employee will be placed in the grade of the full performance position at the step closest to but higher than the employee's current step. Any existing longevities will not be considered in this computation and will remain at the job group rate in effect at the time of the appointment to the trainee position.
- 5) This stipulation applies to the following titles:

Social Welfare Worker I	-trainee
Social Welfare Worker II	-full performance
Engineering Aide Trainee	-trainee
Engineering Aide	-full performance
Probation Officer Trainee	-trainee
Probation Officer	-full performance

Additional titles may be added as necessary.
- 6) This stipulation will take effect on January 1, 1987 for eligible employees, whose anniversary dates fall after that day. Any awards will be retroactive to the first full pay period following the employee's anniversary date.

Dated: 3/23/87

IT IS HEREBY STIPULATED AND AGREED TO by and between the parties that:

Employees paid on an hourly basis shall be permitted to accrue up to 45 days of vacation based on the normal workday for their title, as if they were a full time employee, prorated as described in Article X section 13 of the collective bargaining agreement. Employees with a normal workday of eight hours may accrue up to 360 hours. Employees with a normal workday of seven hours may accrue up to 315 hours. Any time accrued beyond the limit will be forfeited by the Employee. Employees will receive a notice that they are approaching their vacation limits on their paycheck.

If the hourly Employee moves to a full time position or vice versa, his vacation time will move with him.

If an Employee leaves County employment, he may be paid for a maximum of 45 days of vacation based on their normal prorated working schedule. For example, employees who work 17.5 hours per week may only be paid up to a limit of 157.5 hours.

Employees who work 20 hours per week may only be paid up to a limit of 180 hours.

The cap on vacation time for employees paid on an hourly basis will be effective on 12/31/96.